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7

8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **SANTA ANA DIVISION**

11 In re Case No. 8:17-bk-12521-CB

12 EARTHONE CIRCUIT TECHNOLOGIES
CORPORATION, a Delaware corporation,
d/b/a eSurface,

13 Debtor.

14 **CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

- 15 (1) **AUTHORIZING SALE OF**
PROPERTY OF THE ESTATE FREE
AND CLEAR OF LIENS, CLAIMS
AND INTERESTS PURSUANT TO
11 U.S.C. §§ 363(b) and (f); AND
16 (2) **APPROVING PAYMENT OF**
BREAK-UP FEE

17 **MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF
RICHARD A. MARSHACK AND BETH E.
GASCHEN IN SUPPORT THEREOF**

18
19
20
21 DATE: December 12, 2017
22 TIME: 2:30 p.m.
23 PLACE: Courtroom 5D
411 West Fourth Street
Santa Ana, CA 92701

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1 **TO THE HONORABLE CATHERINE E. BAUER, UNITED STATES BANKRUPTCY
2 JUDGE, AND ALL PARTIES IN INTEREST:**

3 Richard A. Marshack, the duly appointed, qualified and acting chapter 7 trustee
4 (the "Trustee"), for the bankruptcy estate (the "Estate") of EarthOne Circuit Technologies
5 Corporation, a Delaware corporation, doing business as eSurface (the "Debtor"), submits
6 this *Motion for Order: (1) Authorizing Sale of Property of the Estate Free and Clear of
7 Liens, Claims and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); and (2) Approving
8 Payment of Break-Up Fee* (the "Motion"). In support of the Motion, the Trustee submits
9 the following memorandum of points and authorities, his declaration (the "Marshack
10 Declaration"), and the declaration of Beth E. Gaschen (the "Gaschen Declaration").

11 I. **INTRODUCTION**

12 By this Motion, the Trustee requests approval of an asset purchase agreement (the
13 "Agreement") entered into between the Trustee and BY Equities, LLC ("BYE") and the
14 "Rutstein Group" (as defined herein) through their "New Administrative Agent" and their
15 successors, assigns or designees (the "Buyer"). A true and correct copy of the
16 Agreement is attached hereto as Exhibit "1." The Agreement provides for the Buyer to
17 purchase all of the Estate's interest in the Assets as set forth in Schedule 1 to the
18 Agreement (the "Assets"), as-is, where-is, with no representations or warranties of any
19 kind, free and clear of liens, claims and interests for the purchase price of \$5,500,000.00,
20 subject to overbid (the "Sale"). The Buyer will be entitled to credit bid the secured claim in
21 the maximum amount of \$5,200,000 toward the purchase price and will deposit \$300,000
22 with the Trustee upon execution of the Agreement.

23 Following a review of the Debtor's assets and after consultation with his proposed
24 professionals, the Trustee has determined that maximizing the value of the Estate is best
25 accomplished through an orderly sale pursuant to 11 U.S.C. § 363. As discussed below,
26 the Trustee believes that a Sale of the Assets pursuant to the procedures set forth in this
27 Motion and the previously filed motion to approve bidding procedures presents the best
28 opportunity to obtain the highest and best value for the Assets. The value of the Assets is

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1 difficult to estimate and while the Trustee and his professionals have been actively
2 marketing the Assets and will continue to do so pending the hearing on the Motion, the
3 Buyer's offer to acquire the Assets is the only offer received by the Trustee to date. The
4 Sale will bring immediate cash into the Estate and is subject to overbid, ensuring that the
5 Estate obtains the highest and best possible price for the Assets. The Agreement is in the
6 best interests of the Estate and is a valid exercise of the Trustee's business judgment.
7 The Trustee respectfully requests that the Court grant the Motion.

8 **II. BACKGROUND**

9 The Debtor was formed on August 4, 2010. The Debtor was founded to develop
10 and market "eSurface"™ technology, patent-protected intellectual property for the
11 manufacture of printed circuit boards and other electronic components. According to
12 pleadings on file with the Court, the Debtor believed that the eSurface technology could
13 provide substantial direct process cost savings over current manufacturing technology,
14 and could almost completely eliminate toxic waste generated by conventional
15 manufacturing methods. Prior to the bankruptcy petition, the Debtor raised from investors
16 approximately \$16.5 million in order to develop and exploit its eSurface technology.

17 In or about September 2015, the Debtor entered into an *Investment Agreement*
18 dated September 1, 2015, with approximately forty individuals (the "Rutstein Group") and
19 their Administrative Agent.¹ The alleged loans from the Rutstein Group to the Debtor
20 totaled \$1,515,000 (the "Rutstein Loans"), were documented by separate promissory
21 notes (the "Rutstein Notes"), and are allegedly secured by a *Security Agreement* dated
22 September 1, 2015, and a UCC Financing Statement encumbering all of the Debtor's
23 assets, which was filed in the Delaware Department of State on September 17, 2015 (the
24

25 ¹ Pursuant to an alleged *Agency and Interlender Agreement* dated September 1, 2015, the Rutstein
Lenders appointed C. Lawrence Rutstein as the "Collateral Agent" to act on their behalf with respect to their
26 *Security Agreement* and the collateral for the Debtor's obligation to them. Pursuant to the same *Agency and*
Interlender Agreement, the Rutstein Lenders appointed C. Lawrence Rutstein, Ronald Harris and Martin
27 Rosen as their "Administrative Agent" with respect to the *Investment Agreement* and the notes from Debtor
to the Rutstein Group.

1 "Rutstein UCC-1"). The Rutstein Group allegedly made additional loans totaling \$587,500
2 such that the total principal amount allegedly owed to the Rutstein Group is \$2,102,500,
3 plus accrued interest in excess of \$200,000 as of June 21, 2017, fees and costs ("Rutstein
4 Group Claim").

5 In or about August 2016, the Debtor entered into an *Investment Agreement* dated
6 August 5, 2016, with BYE and "BY Equities, LLC, C. Lawrence Rutstein, Ronald Harris
7 and Martine Rose, collectively as administrative agents for Lender." BYE alleges that
8 pursuant to that agreement, BYE made loans to the Debtor in the amount of \$1,000,000 in
9 August 2015, \$1,000,000 in October 2016, and \$863,000 between February and June 20,
10 2017 (collectively, the "BYE Loans"). The BYE Loans were documented by promissory
11 notes (the "BYE Notes"), and are allegedly secured pursuant to the *Amended and*
12 *Restated Security Agreement* dated August 5, 2016, which was allegedly perfected by the
13 Rutstein UCC-1. BYE alleges it is owed \$2,863,000, plus accrued interest in excess of
14 \$70,000 as of June 21, 2017, fees and costs ("BYE Claim," and together with the Rutstein
15 Group Claim, the "Secured Claims"). The Secured Claims allegedly total \$4,965,500, plus
16 in excess of \$270,000 in accrued interest as of June 21, 2017, fees and costs, for a total
17 of more than \$5,235,500 as of June 21, 2017, plus interest, fees and costs accrued
18 thereafter.

19 The Debtor allegedly entered into a *Joinder Agreement* with BYE and the Rutstein
20 Lenders' Administrative Agent to coordinate their joint secured position. Pursuant to the
21 *Joinder Agreement*, BYE became a party to the Rutstein Lenders' *Agency and Interlender*
22 *Agreement* as if BYE were originally named a lender in that agreement. BYE alleges that
23 pursuant to a *Majority Lender Consent and Appointment* dated as of August 5, 2016,
24 certain "Approving Lenders," who constituted the "Majority Lenders" under the *Agency*
25 and *Interlender Agreement*, appointed BYE, C. Lawrence Rutstein, Ronald Harris and
26 Martin Rosen as the "New Administrative Agent" under the *Agency and Interlender*
27 *Agreement*. The New Administrative Agent may act through BYE and any one of C.
28 Lawrence Rutstein, Ronald Harris and Martin Rosen.

1 Despite the funding from BYE and the Rutstein Group (together, the "Secured
2 Creditors"), the Debtor was unable to commercialize its technology successfully and the
3 Debtor was not able to generate any significant revenues from the licensing of its
4 technology. On June 21, 2017, the Debtor filed a voluntary petition under chapter 11 of
5 the Bankruptcy Code (the "Bankruptcy Case"). On October 17, 2017, the case was
6 converted to chapter 7 and the Trustee was appointed as the chapter 7 trustee.

7 Since his appointment, the Trustee and his professionals have reviewed and
8 evaluated the Estate's assets. In its Schedules filed July 28, 2017, the Debtor listed
9 assets including accounts receivable of \$143,500; membership interests in eSurface
10 Portugal valued at \$7,641; inventory valued between \$4,500 and \$9,000; furniture, fixtures
11 and equipment valued at \$17,335; a 2006 Honda Accord valued at \$5,000; "Murrietta"
12 equipment valued at \$80,000; and intellectual property valued at \$4,600,000 (the "IP
13 Interests") in its original schedules. See Exhibit "2," docket no. 60. It is difficult to value,
14 with any degree of accuracy, the IP Interests. The Debtor has no appraisal of the IP
15 interests, but originally scheduled the value at \$4,600,000. In its amended schedules, the
16 Debtor modified its value of the IP Interest as "unknown," but stated that it believed "the
17 value to be at least \$4.9 million." Docket no. 110. The Debtor's internal estimates of the
18 value of the IP Interests have ranged from several million dollars to an optimistic estimate
19 of in excess of \$100 million if the development of the eSurface technology were well
20 funded and the technology extensively marketed. The Trustee's proposed financial
21 advisors do not believe that there is any significant value to the IP Interests at this time
22 and in the current state of development.

23 The Trustee believes the Estate's assets may also include certain claims against
24 the Debtor's directors and officers and claims under directors and officers insurance
25 policies and errors and omissions insurance policies (the "D&O Claims") and potential
26 avoidance claims under state and federal law (the "Avoidance Claims"). However, there is
27 no certainty that the Avoidance Claims or D&O Claims will ultimately have any value.
28

The Debtor's Schedule D lists the following liens against the Assets:

Secured Party	Amount of Lien
Rutstein Lenders (collectively)	\$2,002,500.00
Bob Yari (BYE)	\$2,863,000.00

See Exhibit "3."

In addition to the Liens, Schedule G lists the following executory contracts which may give rise to an interest in the Assets (the "Licenses").

Type of Contract	Claimant	Assets Which May be Subject to the Interest
License agreement	FTG	Intellectual Property

See Exhibit "4."

A search of public records through Westlaw revealed the following UCC filings exist against the Assets (the "Liens"):

Filing Date/ Number	Secured Party	State	Status/Comments
20154139274	The Rutstein Group	DE	Financing Statement secured by all assets of the Debtor

A copy of the Westlaw search with the UCC filings is attached to the Gaschen Declaration as Exhibit "5."

III. SUMMARY OF THE TERMS OF THE AGREEMENT

The Trustee and Buyer have entered into the Agreement, which fully describes the terms of the sale of the Assets. The salient terms of the Agreement are as follows:

- A. The Agreement is contingent upon Bankruptcy Court approval of the Agreement and of the Bidding Procedures.
 - B. On the Effective Date, the Buyer shall pay the Trustee, for the benefit of the Estate, the sum of \$5,500,000 (the "Purchase Price"). In exchange for the Purchase Price, Buyer shall purchase the Estate's interest in the assets set forth in Schedule 1 to the Agreement ("Assets"), without warranty or representation, and free and clear of all claims and interests. The Trustee shall be entitled to make a copy of any and all of the Debtor's books and records that are being sold to the Buyer pursuant to the Agreement.

- 1 C. The Buyer shall be entitled to credit bid the Secured Claims in the maximum
2 amount of \$5,200,000 ("Credit Bid Amount") toward the Purchase Price
3 pursuant to 11 U.S.C. § 363(k).
- 4 D. Upon execution of the Agreement, the Buyer shall pay to the Trustee a
5 deposit in the amount of \$300,000 by means of cashier's check.
- 6 E. The purchase of the Assets shall be subject to overbid.
- 7 F. The Secured Claims shall be deemed allowed in the amount of \$5,200,000
8 ("Allowed Claim Amount"). Any and all amounts claimed by the Buyer on
9 the Secured Claims in excess of the Allowed Claim Amount are deemed
10 waived and disallowed. In the event the Buyer is not the successful
11 purchaser, upon closing of the sale of the Assets to the successful
12 purchaser, the Buyer shall be entitled to payment of \$5,200,000, to be paid
13 out of escrow within five business days of the Effective Date, in full
14 satisfaction of the Secured Claims. Following the closing of the sale of the
15 Assets, neither the Buyer nor the Secured Creditors shall be entitled to any
16 further monetary distribution from the Estate, with the exception of the
17 Buyer's D&O Share of the proceeds of any D&O Claims.
- 18 G. The net proceeds of any claims made by or on behalf of the Debtor or the
19 Estate under directors and officers insurance policies and errors and
20 omissions insurance policies, after payment of attorney's fees and costs
21 incurred in collecting on any such claims, shall be split such that 65% of the
22 net proceeds shall belong to and be paid to the Estate and 35% of the net
23 proceeds shall belong to and be paid to the Buyer (the "Buyer's D&O
24 Share"). As additional consideration for the Buyer's D&O Share, the Buyer
25 further agrees to advance any and all out of pocket fees, costs and
26 expenses (other than attorney's, Trustee's and other professionals' fees)
27 incurred by the Trustee attempting to collect on the D&O Claims. Any such
sums advanced by the Buyer shall be reimbursed to Buyer first from the
proceeds of all D&O Claims and all attorneys' fees incurred in collecting
such claims also will be paid before the remaining net proceeds of the D&O
Claims are distributed 65% to the Trustee and 35% to the Buyer. The
Trustee shall have sole and exclusive standing and authority to pursue or
make any decisions regarding the D&O Claims.
- 28 H. Within five business days of the Effective Date, the Trustee shall deliver to
the Buyer or its designee a Bill of Sale for the Assets in a form acceptable to
the Trustee and the Buyer.
- I. The Buyer shall be entitled to assign all right, title and interest pursuant to
the Agreement to a party to be designated by the Buyer prior to the Effective
Date, such that the sale of Assets by the Trustee pursuant to the Agreement
shall occur to said designee.
- J. Releases as set forth in the Agreement.

1 (See Exhibit "1.")

2 **IV. THE OVERBID PROCEDURES**

3 On November 13, 2017, the Trustee filed his *Motion for Order Approving Overbid*
4 *Procedures for the Sale of Property* (the "Bid Procedures Motion") [Docket No. 174]. The
5 Bid Procedures Motion sets forth the bidding requirements, including the overbid
6 procedures.

7 **V. THE COURT SHOULD APPROVE THE AGREEMENT AS A VALID**
8 **EXERCISE OF THE TRUSTEE'S BUSINESS JUDGMENT AND BECAUSE**
9 **THE AGREEMENT IS IN THE BEST INTERESTS OF CREDITORS AND**
10 **THE ESTATE**

11 **A. The Trustee Should be Authorized to Enter into the Agreement**
12 **Pursuant to 11 U.S.C. § 363(b)**

13 Section 363(b) of the Bankruptcy Code empowers a trustee to "use, sell or
14 lease . . . other than in the ordinary course of business, property of the estate." In
15 considering a proposed transaction to use, sell, or lease, courts look at whether the
16 transaction is in the best interests of the estate based on the facts and history of the case.
17 *In re American West Airlines*, 166 B.R. 908, 912 (Bankr. D. Ariz. 1994) (citing *In re Lionel*
18 *Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983)). This requires examination of the "business
19 justification" for the proposed transaction. *In re 240 North Brand Partners, Ltd.*, 200 B.R.
20 653 (9th Cir. B.A.P. 1996); *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830 (Bankr. C.D.
21 Cal. 1991); *In re Ernst Home Center, Inc.*, 209 B.R. 974 (Bankr. W.D. Wash. 1997).

22 In approving any sale outside the ordinary course of business,
23 the court must not only articulate a sufficient business reason
24 for the sale, it must further find it is in the best interest of the
25 estate, i.e., it is fair and reasonable, that it has been given
adequate marketing, that it has been negotiated and proposed
in good faith, that the purchaser is proceeding in good faith
and that it is an 'arms-length' transaction.

26 *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re 240*
27 *North Brand Partners, Ltd.*, 200 B.R. 653 (9th Cir. B.A.P. 1996). A bankruptcy court's

1 power to authorize a sale under § 363(b) is reviewed for abuse of discretion. *In re Walter*,
2 83 B.R. 14, 19 (9th Cir. B.A.P. 1988).

3 The paramount goal in any proposed sale of property of the estate is to maximize
4 the proceeds received by the estate. See e.g., *In re Food Barn Stores, Inc.*, 107 F.3d
5 558, 564-65 (8th Cir. 2010) (in bankruptcy sales, “a primary objective of the Code [is] to
6 enhance the value of the estate at hand”); *In re Integrated Resources, Inc.*, 147 B.R. 650,
7 659 (Bankr. S.D.N.Y. 1992) (“It is a well-established principle of bankruptcy law that the . .
8 . [trustee’s] duty with respect to such sales is to obtain the highest price or greatest overall
9 benefit possible for the estate.”) (quoting *Cello Bag Co. Inc. v. Champion Int’l Corp.* (*In re*
10 *Atlanta Packaging Prods., Inc.*) 99 B.R. 124, 130 (Bankr. N.D. Ga. 1988)); *995 Fifth Ave.*,
11 *Assocs.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989). As long as the sale appears to enhance
12 a debtor’s estate, court approval of a trustee’s decision to sell should only be withheld if
13 the trustee’s judgment is clearly erroneous, too speculative, or contrary to the provisions
14 of the Bankruptcy Code. *In re Lajijani*, 325 B.R. 282, 289 (B.A.P. 9th Cir. 2005); *GBL*
15 *Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 255 (N.D. Tex. 2005); *In re*
16 *WPRV-TV, Inc.*, 143 B.R. 315, 319 (D.P.R. 1991) (“The trustee has ample discretion to
17 administer the estate, including authority to conduct public or private sales of estate
18 property. Courts have much discretion on whether to approve proposed sales, but the
19 trustee’s business judgment is subject to great judicial deference.”).

20 Here, the Agreement and the proposed Sale of the Assets has a legitimate
21 business justification, the Agreement is fair and reasonable, and the proposed transaction
22 is in the best interests of the Estate and creditors. The Sale is the best means by which to
23 maximize value for the Assets. The Trustee believes, based upon his consultants, that
24 the Purchase Price is reasonable and represents fair value for the Assets. The Assets are
25 not readily marketable and are difficult to value. The Debtor’s value have ranged from
26 several million dollars to an optimistic estimate in excess of \$100 million if the technology
27 were well funded and the extensively marketed. The Trustee’s proposed financial
28 advisors do not believe that there is any significant value to the IP Interests at this time

1 based upon the current state of development. The Buyer's offer is in fact the only offer
2 received by the Trustee to date. Further, because the Agreement provides that the
3 purchase of the Assets is subject to overbid, the Trustee ensuring that the Estate receives
4 the highest and best price for the Assets. The Sale will also allow the Trustee to liquidate
5 assets of this Estate, satisfying the Trustee's statutory duty to do so, and to move
6 expeditiously towards concluding the administration of the Estate and making a
7 distribution to creditors.

8 The Trustee and his professionals have adequately marketed the Sale and the
9 Assets. The Trustee has filed the Bid Procedures Motion that was noticed to all creditors
10 of the Estate, approximately 600 creditors, and the notice was also sent to any entity that
11 expressed interest in the Assets, another approximately 300 entities. The Trustee has
12 also had a meeting with Apple that lasted over an hour, but no interest was expressed
13 after the meeting concluded. The fact that the Agreement is subject to overbid ensures
14 that any other interested party will have the opportunity to present a higher and better
15 offer that will only serve to benefit the Estate and creditors. The Trustee will also publish
16 a notice of sale with the Clerk's Office and notice of the hearing will be provided to the
17 Office of the United States Trustee and all creditors.

18 The terms of the Agreement were negotiated and proposed in good faith and are
19 an arms-length transaction. The Trustee has no prior relationship with the Buyer and was
20 represented by independent legal counsel during the negotiation and documentation of
21 the Agreement. The Agreement is being proposed in good faith and will provide a benefit
22 to creditors.

23 **B. The Trustee May Sell the Property Free and Clear of Liens, Claims and**
24 **Interests**

25 The Trustee seeks this Court's authority to sell the Assets free and clear of liens,
26 claims and interests pursuant to 11 U.S.C. § 363(f) of the Bankruptcy Code. Section
27 363(f) provides that:

1 [t]he trustee may sell property. . . free and clear of any interest
2 in such property of an entity other than the estate, only if _ . . .
3

- 4 (1) applicable nonbankruptcy law permits sale of such
5 property free and clear of such interest; . . .
6 (2) such entity consents; . . .
7 (3) such interest is a lien and the price at which such
8 property is to be sold is greater than the aggregate
value of all liens on such property;
9 (4) such interest is in bona fide dispute; or
10 (5) such entity could be compelled, in a legal or equitable
proceeding, to accept a money satisfaction of such
interest.

11 Because subsections (1) through (5) of Bankruptcy Code § 363(f) are written in the
12 disjunctive, authority to sell the Assets free and clear of any and all interests therein
13 should be granted if, with respect to each lien holder, any of the conditions are met.
14

15 The Court should authorize the Sale free and clear of any interests or liens based
16 upon § 363(f)(3) as the Purchase Price exceeds the secured debt against the Assets.
17 The only alleged secured creditors are the Rutstein Group and BYE, which make up the
18 Buyer. As part of the Agreement, the total amount of their alleged secured debt is being
19 limited to \$5,200,000. As such, the \$5,500,000 Purchase Price is more than the total
20 Allowed Secured Claims against the Estate. Moreover, the Secured Creditors consent to
21 the sale and, thus, subsection (2) of § 363(f) is also satisfied. Further, the Sale would be
22 free and clear of the rights of any licensees of any IP Interests, notwithstanding the
23 provisions of 11 U.S.C. § 365(n) concerning licensees under rejected license agreements.
24 See *Matter of Spanish Peaks Holdings II, LLC*, 872 F.3d 892, 900 (9th Cir. 2017)
25 (approving sale of real property free and clear of leases, notwithstanding 11 U.S.C. §
26 365(h)).

27 C. The Court Should Approve Payment of the Break-Up Fee to the Buyer
in the Event of a Winning Overbid

28 As set forth in the Bid Procedures Motion and the Agreement, if the Buyer is not the
Successful Bidders at the conclusion of the auction, the Buyer shall be entitled to a break-

1 up fee in the amount of \$50,000 (the "Break-Up Fee"). The Trustee already has sought
2 approval of that Break-Up Fee in the Bid Procedures Motion. If that Fee is approved, it
3 will be due to the Buyer in the event of a successful overbid.

4 The Trustee submits that the proposed Break-Up Fee to the Buyer is a normal, and
5 oftentimes necessary, component of sale (or other similar transactions) outside the
6 ordinary course of business under 11 U.S.C. § 363. In particular, such protections
7 encourage a potential purchaser/investor to invest the requisite time, money, and effort to
8 conduct due diligence and negotiations with a debtor despite the inherent risks and
9 uncertainties of the chapter 11 process. See, e.g., *In re Integrated Resources, Inc.*, 147
10 B.R. 650, 660 (Bankr. S.D.N.Y. 1992) (noting that fees may be legitimately necessary to
11 convince a "white knight" to offer an initial bid by providing some form of compensation for
12 the expenses such bidder incurs and the risks such bidder faces by having its offer held
13 open, subject to higher and better offers); *In re Hupp Indus.*, 140 B.R. 191, 194 (Bankr.
14 N.D. Ohio 1997) (without any reimbursement, "bidders would be reluctant to make an
15 initial bid for fear that their first bid will be shopped around for a higher bid from another
16 bidder who would capitalize on the initial bidders' . . . due diligence"); *In re Marrose Corp.*,
17 1992 WL 33848 at *5 (Bankr. S.D.N.Y. Feb. 15, 1992) (stating that "agreements to provide
18 reimbursement of fees and expenses are meant to compensate the potential acquirer who
19 serves as a catalyst or 'stalking horse' which attracts more favorable offers"); 995 Fifth
20 Ave. Assocs., 96 B.R. at 28 (finding that bidding incentives may be "legitimately necessary
21 to convince a white knight to enter into the bidding by providing some form of
22 compensation for risks it is undertaking") (citations omitted).

23 While there is no bidding authority in the Ninth Circuit as to the appropriate test to
24 be utilized in determining whether to approve a proposed bidding incentive, such as the
25 Break-Up Fee, three levels of scrutiny have been applied by courts in different
26 jurisdictions, lending guidance on the issue. Many courts, including those in the Southern
27 District of New York, utilize the "business judgment" standard of review. Under this
28 standard, a break-up fee negotiated by the debtor, or trustee, in good faith and with due

1 care is presumptively valid. A court will approve bidding incentives where there is no
2 evidence of self-dealing or manipulation, the amounts are reasonable in comparison to the
3 purchase price, and the fee encourages, rather than chills, competitive bidding. See, e.g.,
4 *In re Bidermann Indus. U.S.A., Inc.*, 203 B.R. 547, 552 (Bankr. S.D.N.Y. 1997); *Integrated*
5 *Resources*, 147 B.R. at 657.

6 Other courts (including a bankruptcy court out of Arizona), have held that a break-
7 up fee should be approved when it is in the best interests of the estate. Under this
8 approach, the court will not simply defer to a debtor's business judgment, but will approve
9 bidding incentives if they are not unduly burdensome and serve the best interests of the
10 estate and its stakeholders. See *In re American West Airlines, Inc.*, 166 B.R. 908 (Bankr.
11 D. Ariz. 1994); *In re S.N.A. Nut Co.*, 186 B.R. 98, 104 (Bankr. N.D. Ill. 1995).

12 Other courts, most particularly, the Third Circuit, have adopted a third
13 "administrative expense" approach, which requires that the bidding incentive provide
14 some benefit to the debtor's estate. See *Calpine Corp. v. O'Brien Envtl. Energy, Inc.* (*In*
15 *re O'Brien Envtl. Energy, Inc.*), 181 F.3d 527, 533 (3d Cir. 1999) (holding that, even
16 though bidding incentives are measured against a business judgment standard in non-
17 bankruptcy transactions, the administrative expense provisions of Bankruptcy Code
18 section 503(b) govern in the bankruptcy context). See also *Hupp Indus.*, 140 B.R. at 191.
19 In *O'Brien*, the Third Circuit identified at least two instances in which bidding incentives
20 may provide benefit to the estate. First, the benefit may be found if "assurance of a
21 break-up fee promoted more competitive bidding, such as by inducing a bid that otherwise
22 would not have been made and without which bidding would have been limited." *Id.* at
23 537. Second, where the availability of bidding incentives induces a bidder to research the
24 value of the debtors and submit a bid that serves as a minimum or floor bid on which other
25 bidders can rely, "the bidder may have provided a benefit to the estate by increasing the
26 likelihood that the price at which the debtor is sold will reflect its true worth." *Id.*

27 Whether evaluated under the "business judgment," "best interests of the estate" or
28 the "administrative expense" standard, the Trustee believes that the Buyer's Break-Up

1 Fee passes muster and will create a competitive bidding process that benefits, and is in
2 the best interest of, the Estate. The Break-Up Fee is designated to induce the Buyer to
3 submit its bid which serves as the minimum floor bid upon which other bidders may rely.
4 This provides a material benefit to the Estate and creditors by encouraging bidding and
5 increasing the likelihood that the highest possible amount will be received.

6 The Break-Up Fee is also fair and designed to reasonably compensate the Buyer
7 for their diligence and actual out-of-pocket professional fees incurred in negotiating the
8 terms of the Agreement on a reasonably expedited timeline, all of which benefits the
9 Estate. The Trustee believes that the amount of the Break-Up Fee is not unreasonable as
10 a reflection of the risk, effort and expense incurred by the Buyer in negotiating the
11 Agreement and performing their due diligence. The Break-Up fee represents less than
12 0.90% of the Purchase Price and will, of course, represent even a smaller percentage of
13 any successful overbid price.²

14 The Break-Up Fee will not have a chilling effect on the sale process. The
15 requested Break-Up Fee is \$50,000. The Trustee was careful in determining the amount
16 of the overbid, considering the stalking horse bid and the Break-Up Fee, such that the
17 Break-Up Fee would not have a chilling effect. Rather, the existence of a stalking horse
18 bid increases the likelihood that the highest amount for the Debtor's assets will be
19 received by permitting other qualified bidders to rely on the diligence performed by the
20 Buyer, and moreover, by allowing qualified bidders to utilize the Buyer's agreement as a
21 platform for negotiations and modifications in the context of a competitive bidding process.

22 Finally, the proposed Break-Up Fee is the result of arms-length negotiations
23 between and among the Trustee and the Buyer, with each side being represented by

24 _____
25 ² Bid protections, similar to the Break-Up Fee sought to be approved by this Motion, have been
26 approved in numerous other chapter 11 cases, and termination or break-up fees in the range of
27 approximately 3% of the purchase price are typically approved. See *Bidermann Indus. U.S.A., Inc.*, 203
B.R. at 552 (criticizing a break-up fee equal to 4.4%); *Integrated Resources*, 147 B.R. at 654 ("average
break-up fee in the industry is 3.3%").

1 separate, independent legal counsel. The Trustee has no prior relationship with the Buyer
2 and as such, no "self-dealing" or manipulation exists. The Trustee and his counsel
3 participated in the negotiations for the Break-Up Fee with the goal of encouraging bidding
4 and maximizing the value of the Assets clearly in mind.

5 In sum, the Trustee's ability to grant the Break-Up Fee is reasonable under the
6 circumstances and will enable the Trustee to maximize the value of the Assets while
7 limiting any chilling effect on the sale process. The commitment by the Buyer to purchase
8 the Assets has conferred tremendous value to the Estate in an amount well in excess of
9 the Break-Up Fee. Another qualifying offer that results in the purchase of the Assets
10 might never have occurred absent the commitment by the Buyer and under these
11 circumstances, the Buyer is justly entitled to receive the Break-Up Fee. In the event of a
12 successful overbid, the Trustee should be authorized to pay the Break-Up Fee.

13 **D. Tax Consequences**

14 To the extent there is any tax liability to the Estate from the sale, such taxes will be
15 paid from the proceeds the Estate receives from the sale. See Marshack Declaration.

16 **E. Adequate Notice of the Sale is Proposed**

17 The Trustee proposes to provide notice of the sale to be posted by the Clerk's
18 Office and to serve notice of the sale on the Office of the United States Trustee, all
19 creditors, and all other parties who have requested special notice in this case. Further,
20 the sale is subject to overbid, and the ability of other potentially interested parties to
21 provide competing offers for the Assets ensures that the proposed sale will not result in a
22 lucrative "windfall" to the Buyer at the expense of creditors of the Estate. See *In re Onouli*
23 *Kona Land Co.*, 846 F.2d 1170 (9th Cir. 1988).

24 **VI. CONCLUSION**

25 Based on the foregoing, the Trustee respectfully requests that this Court enter an
26 order:

- 27 1. Granting this Motion;
28 2. Approving the Agreement attached to the Motion as Exhibit "1";

3. Authorizing the Trustee to sell the Estate's interest in the Assets as set forth in the Agreement and this Motion;

4. Authorizing the Trustee to take any and all necessary actions to consummate the sale of the Assets;

5. Approving the break-up fee of \$50,000 if Buyer is not the Successful
6 Purchaser; and

6. For such other and further relief as the Court may deem just and proper.

10 | Dated: November 21, 2017

Respectfully submitted,

LOBEL WEILAND GOLDEN FRIEDMAN LLP

By: Beth Gaschen
JEFFREY I. GOLDEN
BETH E. GASCHEN
Attorneys for Richard Marshack,
Chapter 7 Trustee

1 **DECLARATION OF RICHARD A. MARSHACK**
2

3 I, Richard A. Marshack, declare as follows:

4 1. I am the chapter 7 trustee for the bankruptcy estate ("Estate") of EarthOne
5 Circuit Technologies Corporation, a Delaware corporation d/b/a eSurface (the "Debtor"). I
6 know each of the following facts to be true of my own personal knowledge, except as
7 otherwise stated, and, if called as a witness, I could and would competently testify with
8 respect thereto. I make this declaration in support of the *Motion for Order: (1) Authorizing*
9 *Sale of Property of Property of the Estate Free and Clear of Liens, Claims and Interests*
10 *Pursuant to 11 U.S.C. §§ 363(b) and (f); and (2) Approving Payment of Break-Up Fee* (the
11 "Motion"). All terms not defined herein shall have the meaning ascribed to them in the
12 Motion.

13 2. According to the Court's docket, on June 21, 2017, the Debtor filed its
14 voluntary chapter 11 petition. Upon motion of the United States Trustee, the case was
15 converted to one under chapter 7 by order entered October 17, 2017. I was appointed the
16 chapter 7 trustee on the same date.

17 3. Following my appointment and at my direction, I or my professionals
18 analyzed the Debtor's scheduled assets and analyzed potential claims the Estate may
19 have, including claims for avoidance under state and federal law ("Avoidance Claims")
20 and claims against the Debtor's directors and officers ("D&O Claim").

21 4. Attached hereto as Exhibit "2" is a true and correct copy of the Debtor's
22 Schedule A/B.

23 5. Attached hereto as Exhibit "3" is a true and correct copy of the Debtor's
24 Schedule G.

25 6. Subject to Court approval of the Agreement and the Bidding Procedures, I
26 have entered into the Agreement, which fully describes the terms of the Sale of the
27 Assets. A true and correct copy of the Agreement is attached hereto as Exhibit "1."

1 7. All of my beliefs set forth herein are based upon the advice of the Estate's
2 consultant, Force 10 Partners LLP. I believe that the proposed sale of the Assets to the
3 Buyer is a valid exercise of my business judgment. I believe the Buyer is offering fair
4 market value for the Assets and that the Sale is fair and reasonable, in the best interest of
5 the Estate and is supported by a valid business purpose. The Assets are not readily
6 marketable and are difficult to value. I have received no other offers for the Assets and
7 know of no other party that may be interested in purchasing the Assets. I will, however,
8 continue to market the Assets pending the hearing on this Motion. The proposed Sale will
9 bring cash into the Estate for the benefit of creditors and is subject to overbid, ensuring
10 that the Estate obtains the highest and best possible price for the Assets.

11 8. Over 2 months ago, I participated in a call with Apple and since that call they
12 have expressed no interest in buying the assets.

13 9. To my knowledge, the Buyer is not related in any way to me or my counsel.
14 The anticipated Sale of the Assets has been negotiated in good faith with the Buyer in
15 "arms-length" discussions. The Sale will also be conducted in a commercially reasonable
16 manner following appropriate notice to all creditors, with an opportunity for overbids.

17 10. I believe the Purchase Price exceeds the secured debt against the Assets.

18 11. In my business judgment, I believe that the allowance of a break-up fee of
19 \$50,000 to the Buyer, in the event Buyer is not the successful purchaser, is in the best
20 interests of the Estate. The break-up fee induces the Buyer to become the stalking horse
21 bidder and compensates the Buyer for the costs associated with being the stalking horse
22 bidder. Having a stalking horse bidder in place is likely to promote bidding and enhance
23 the ultimate sale price of the Assets. I believe the break-up fee of \$50,000 is reasonable
24 in light of the overall sale price of \$5,500,000. The break-up fee represents .90% of the
25 Purchase Price.

26 ///

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1 12. To the extent there is any tax liability to the Estate from the sale, such taxes
2 will be paid from the funds the Estate receives from the sale.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 Executed on this 20 day of November, 2017, at Irvine, California.

Patrick

Richard A. Marshack

DECLARATION OF BETH E. GASCHEN

2 1. I am an attorney at law duly licensed to practice before this Court and the
3 Courts of California. I am a partner at Lobel Weiland Golden Friedman LLP (the "Firm"),
4 counsel of record for Richard A. Marshack, chapter 7 trustee (the "Trustee") for the
5 bankruptcy estate ("Estate") of EarthOne Circuit Technologies Corporation, a Delaware
6 corporation d/b/a eSurface (the "Debtor"). I know each of the following facts to be true of
7 my own personal knowledge, except as otherwise stated, and, if called as a witness, I
8 could and would competently testify with respect thereto. I make this declaration in
9 support of the *Motion for Order: (1) Authorizing Sale of Property of Property of the Estate*
10 *Free and Clear of Liens, Claims and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f);*
11 *and (2) Approving Payment of Break-Up Fee* (the "Motion"). All terms not defined herein
12 shall have the meaning ascribed to them in the Motion.

13 2. Based upon the pleadings filed in the Bankruptcy Case, it is my
14 understanding that the Debtor was formed on August 4, 2010. The pleadings provide that
15 the Debtor was founded to develop and market "eSurface"™ technology, patent-protected
16 intellectual property for the manufacture of printed circuit boards and other electronic
17 components. The Debtor believed that the eSurface technology could provide substantial
18 direct process cost savings over current manufacturing technology, and could almost
19 completely eliminates toxic waste generated by conventional manufacturing methods.
20 Prior to the bankruptcy petition, the Debtor raised from investors approximately \$16.5
21 million in order to develop and exploit its eSurface technology.

22 3. It is my understanding that in or about September 2015, the Debtor entered
23 into an *Investment Agreement* dated September 1, 2015, with the Rutstein Group and
24 their Administrative Agent.³ The alleged loans from the Rutstein Group to the Debtor

26 ³ I am informed and believe that pursuant to an alleged *Agency and Interlender Agreement* dated
September 1, 2015, the Rutstein Lenders appointed C. Lawrence Rutstein as the "Collateral Agent" to act
on their behalf with respect to their *Security Agreement* and the collateral for the Debtor's obligation to them.
I am further informed and believe that pursuant to the same *Agency and Interlender Agreement*, the

(Continued...)

1 totaled \$1,515,000 (the "Rutstein Loans"), were documented by the Rutstein Notes, and
2 are allegedly secured by a *Security Agreement* dated September 1, 2015, and the
3 Rutstein UCC-1. The Rutstein Group alleges that it made additional loans totaling
4 \$587,500 such that the total principal amount allegedly owed to the Rutstein Group is
5 \$2,102,500, plus accrued interest in excess of \$200,000 as of June 21, 2017, fees and
6 costs ("Rutstein Group Claim").

7 4. It is my understanding that in or about August 2016, the Debtor entered into
8 an *Investment Agreement* dated August 5, 2016, with BYE and "BY Equities, LLC, C.
9 Lawrence Rutstein, Ronald Harris and Martine Rose, collectively as administrative agents
10 for Lender." BYE alleges that pursuant to that agreement, BYE made loans to the Debtor
11 in the amount of \$1,000,000 in August 2015, \$1,000,000 in October 2016, and \$863,000
12 between February and June 20, 2017 (collectively, the "BYE Loans"). The BYE Loans
13 were documented by the BYE Notes, and are allegedly secured pursuant to the *Amended*
14 and *Restated Security Agreement* dated August 5, 2016, which was allegedly perfected
15 by the Rutstein UCC-1. BYE alleges it is owed \$2,863,000, plus accrued interest in
16 excess of \$70,000 as of June 21, 2017, fees and costs. It is alleged that the Secured
17 Claims total \$4,965,500, plus in excess of \$270,000 in accrued interest as of June 21,
18 2017, fees and costs, for a total of more than \$5,235,500 as of June 21, 2017, plus
19 interest, fees and costs accrued thereafter.

20 5. I understand that the Debtor allegedly entered into a *Joinder Agreement* with
21 BYE and the Rutstein Lenders' Administrative Agent to coordinate their joint secured
22 position. BYE alleges that pursuant to the *Joinder Agreement*, BYE became a party to the
23 Rutstein Lenders' *Agency and Interlender Agreement* as if BYE were originally named a
24 lender in that agreement. BYE further alleges that pursuant to a *Majority Lender Consent*
25

26 (...Continued)

27 Rutstein Lenders appointed C. Lawrence Rutstein, Ronald Harris and Martin Rosen as their "Administrative
28 Agent" with respect to the *Investment Agreement* and the notes from Debtor to the Rutstein Group.

1 and Appointment dated as of August 5, 2016, certain "Approving Lenders," who
2 constituted the "Majority Lenders" under the *Agency and Interlender Agreement*,
3 appointed BYE, C. Lawrence Rutstein, Ronald Harris and Martin Rosen as the "New
4 Administrative Agent" under the *Agency and Interlender Agreement*. The New
5 Administrative Agent may act through BYE and any one of C. Lawrence Rutstein, Ronald
6 Harris and Martin Rosen.

7 6. I am informed and believe based upon the pleadings filed in this Bankruptcy
8 Case, that despite the funding from the Secured Creditors, the Debtor was unable to
9 commercialize its technology successfully and the Debtor was not able to generate any
10 significant revenues from the licensing of its technology.

11 7. Attached hereto as Exhibit "5" is a true and correct of the Westlaw search
12 that the Firm performed evidencing a single UCC filing, the Rutstein UCC, against the
13 Assets.

I declare under penalty of perjury that the foregoing is true and correct.

15 Executed on this 21st day of November, 2017, at Costa Mesa, California.

Bon Gars

Beth E. Gaschen

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EXHIBIT “1”

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") dated November 21, 2017, is made, executed, and entered into between RICHARD A. MARSHACK, solely in his capacity as the chapter 7 trustee ("Trustee") for the bankruptcy estate (the "Estate") of EarthOne Circuit Technologies Corporation, a Delaware corporation d/b/a eSurface (the "Debtor"), on the one hand, and BY Equities, LLC ("BYE"), and the "Rutstein Group" (as defined herein), through their "New Administrative Agent" (as defined herein) and their successors, assigns or designees ("Buyer"), on the other hand (collectively, the "Parties," and each individually, a "Party"), with respect to the following facts, circumstances, understandings and beliefs (collectively, the "Recitals"):

RECITALS

A. The Debtor was formed on August 4, 2010. The Debtor initially was formed as a Wyoming corporation. Since July 2012, the Debtor has been a corporation organized and existing under the laws of the State of Delaware.

B. The Debtor was founded to develop and market "eSurface"™ technology, patent-protected intellectual property for the manufacture of printed circuit boards and other electronic components. Prior to the bankruptcy petition, the Debtor raised from investors approximately \$16.5 million in order to develop and exploit its eSurface technology.

C. In or about September 2015, the Debtor entered into an Investment Agreement dated September 1, 2015, with approximately forty individuals ("Rutstein Group") and their "Administrative Agent."¹ The alleged loans from the Rutstein Group to the Debtor totaled \$1,515,000 ("Rutstein Loans"), were documented by separate promissory notes ("Rutstein Notes"), and are allegedly secured by a *Security Agreement* dated September 1, 2015 and a UCC Financing Statement encumbering all of the Debtor's assets, which was filed in the Delaware Department of State on September 17, 2015 ("Rutstein UCC-1"). The Rutstein Group allegedly made additional loans totaling \$587,500 such that the total principal amount allegedly owed to the Rutstein Group is \$2,102,500, plus accrued interest in excess of \$200,000 as of June 21, 2017, fees and costs ("Rutstein Group Claim").

D. In or about August 2016, the Debtor entered into an Investment Agreement dated August 5, 2016, with BY Equities, LLC and "BY Equities, LLC, C. Lawrence Rutstein, Ronald Harris and Martine Rose, collectively as administrative

¹ Pursuant to an alleged *Agency and Interlender Agreement* dated September 1, 2015, the Rutstein Lenders appointed C. Lawrence Rutstein as the "Collateral Agent" to act on their behalf with respect to their *Security Agreement* and the collateral for the Debtor's obligation to them. Pursuant to the same *Agency and Interlender Agreement*, the Rutstein Lenders appointed C. Lawrence Rutstein, Ronald Harris and Martin Rosen as their "Administrative Agent" with respect to the *Investment Agreement* and the notes from Debtor to the Rutstein Group.

agents for Lender.” BYE alleges that pursuant to that agreement, BYE made loans to the Debtor in the amount of \$1,000,000 in August 2015, \$1,000,000 in October 2016, and \$863,000 between February and June 20, 2017 (collectively, the “BYE Loans”). The BYE Loans were documented by promissory notes (“BYE Notes”), and are allegedly secured pursuant to the *Amended and Restated Security Agreement* dated August 5, 2016, which was allegedly perfected by the Rutstein UCC-1. BYE alleges it is owed \$2,863,000, plus accrued interest in excess of \$70,000 as of June 21, 2017, fees and costs (“BYE Claim,” and together with the Rutstein Group Claim, the “Secured Claims”). The Secured Claims allegedly total \$4,965,500, plus in excess of \$270,000 in accrued interest as of June 21, 2017, fees and costs, for a total of more than \$5,235,500 as of June 21, 2017, plus interest, fees and costs accrued thereafter.

E. The Debtor allegedly entered into a *Joinder Agreement* with BYE and the Rutstein Lenders’ Administrative Agent to coordinate their joint secured position. Pursuant to the *Joinder Agreement*, BYE became a party to the Rutstein Lenders’ *Agency and Interlender Agreement* as if BYE were originally named a lender in that agreement. BYE alleges that pursuant to a *Majority Lender Consent and Appointment* dated as of August 5, 2016, certain “Approving Lenders” who constituted the “Majority Lenders” under the *Agency and Interlender Agreement*, appointed BYE, C. Lawrence Rutstein, Ronald Harris and Martin Rosen as the “New Administrative Agent” under the *Agency and Interlender Agreement*. The New Administrative Agent may act through BYE and any one of C. Lawrence Rutstein, Ronald Harris and Martin Rosen.

F. Despite this funding from BYE and the Rutstein Group (“Secured Creditors”), the Debtor was unable to commercialize its technology successfully -- the Debtor was not able to generate any significant revenues from the licensing of its technology.

G. The Debtor asserts that it is difficult to value, with any degree of accuracy, its intellectual property (the “IP interests”). The Debtor has no appraisal of the IP interests. The Debtor’s internal estimates of the value of the IP Interests have ranged from several million dollars to an optimistic estimate of in excess of \$100 million, if the development of the eSurface technology were well funded and the technology extensively marketed.

H. On June 21, 2017, the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code (the “Bankruptcy Case”). On October 17, 2017, the case was converted to chapter 7 and the Trustee was appointed as the chapter 7 trustee.

I. In its Schedules filed July 28, 2017, the Debtor listed the following assets:

- a. Accounts Receivable in the amount of \$143,500 (“A/R”);
- b. Membership interests in eSurface Portugal valued at \$7,641;
- c. Inventory valued between \$4,500 to \$9,000;
- d. Furniture, fixtures and equipment valued at \$17,335;
- e. A 2006 Honda Accord valued at \$5,000;
- f. “Murrietta” equipment valued at \$80,000; and

g. Intellectual property valued at \$4,600,000.

J. The Estate may also include other assets, including, but not limited to, certain claims against the Debtor's directors and officers and claims under directors and officers insurance policies and errors and omissions insurance policies (collectively, the "D&O Claims") and certain avoidance claims under federal and state law ("Avoidance Claims").

AGREEMENT

Pursuant to the foregoing Recitals and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 **APPROVAL ORDER, FINDINGS, AND BINDING EFFECT OF AGREEMENT**

1.1 Binding Effect. This Agreement shall become effective and binding the first business day (the "Effective Date") after the Bankruptcy Court order approving this Agreement and authorizing Trustee to enter into this Agreement with the Buyer becomes a Final Order. "Final Order" means an order of the Bankruptcy Court entered on the Bankruptcy Court docket (i) that is not timely appealed, or (ii) that is timely appealed but no order staying the effects of the approval order is obtained within fifteen (15) days after entry of the approval order, or (iii) it is timely appealed and stayed but the appellate court with proper jurisdiction affirms the approval order and no subsequent appeal is taken.

1.2 Court Approval. The Agreement is contingent upon Bankruptcy Court approval of this Agreement and of the Bidding Procedures, as defined herein. As reasonably practicable after execution of this Agreement, the Trustee shall file a motion seeking approval of the Bidding Procedures and shall file a motion seeking authority to enter into this Agreement and for approval of the Agreement. All Parties shall in good faith exercise all reasonable efforts to cooperate with the Trustee and obtain an order approving the Agreement, including, if necessary, appearing at hearings and preparing and filing supporting notices, motions and other documents necessary to obtain an order approving the Agreement or for the resolution of an appeal or motion for stay, review, reconsideration, re-argument, rehearing, or certiorari relating to the appeal. As a condition to the effectiveness of this Agreement, the Bidding Procedures must be approved on a date prior to the hearing on the motion for authority to enter into this Agreement and for approval of the Agreement, unless said condition is waived by Buyer in the exercise of its sole discretion.

ARTICLE 2 TERMS OF THE SALE

2.1 Purchase of the Estate's Assets.

- a. On the Effective Date, Buyer shall pay the Trustee, for the benefit of the Estate, the sum of \$5,500,000.00 (the "Purchase Price").
- b. In exchange for the Purchase Price, Buyer shall purchase the Estate's interest in the assets as set forth in Schedule 1 ("Assets"), without warranty or representation, and free and clear of all claims and interests. The Trustee shall be entitled to make a copy of any and all of the Debtor's books and records that are being sold to Buyer pursuant to this Agreement.
- c. Buyer shall be entitled to credit bid the Secured Claims in the maximum amount of \$5,200,000 ("Credit Bid Amount") toward the Purchase Price pursuant to 11 U.S.C. § 363(k).
- d. Upon execution of this Agreement, Buyer shall pay to the Trustee a deposit in the amount of \$300,000 by means of cashier's check.
- e. All payments to the Trustee shall be made payable to "Richard A. Marshack, Chapter 7 Trustee" and sent to the address set forth below. The Payment shall be held in conformity with the rules and requirements set by the Office of the United States Trustee until the Effective Date.

Richard A. Marshack, Chapter 7 Trustee
Marshack Hays LLP
870 Roosevelt Avenue
Irvine, California 92620

2.2 Subject to Overbids and Bidding Procedures. The purchase of the Assets shall be subject to overbid. The bidding procedures shall include, but are not limited to, the terms set forth in this Section 2.2 (collectively, "Bidding Procedures"). Buyer shall be entitled to credit bid the sum of \$5,200,000 for the Assets based upon an allowed secured claim in that amount, as set forth herein. The initial minimum overbid shall be at least \$5,570,000, with each subsequent bid in increments of \$20,000. Any overbidder shall be pre-qualified by the Trustee, and such qualification shall include verification of the overbidder's ability to accept and perform under the purchase agreement on the same terms and conditions set forth in this Agreement. Any overbidder will be required to deposit 10% of the proposed overbid with the Trustee by the overbid deadline. In the event there are overbidders and the Buyer is not the successful purchaser, upon closing of the sale of the Assets to the successful purchaser, Buyer shall be entitled to a break-up fee in the amount of \$50,000. In the event that Buyer is not the winning bidder for all or any part of the Assets, the Trustee

shall return the Buyer's \$300,000 deposit to the Buyer within five business days of the Effective Date.

2.3 The Secured Claims. The Secured Claims shall be deemed allowed in the amount of \$5,200,000.00 ("Allowed Claim Amount"). Any and all amounts claimed by Buyer on the Secured Claims in excess of the Allowed Claim Amount are deemed waived and disallowed. In the event the Buyer is not the successful purchaser, upon closing of the sale of the Assets to the successful purchaser, Buyer shall be entitled to payment of \$5,200,000, to be paid out of escrow within five business days of the Effective Date, in full satisfaction of the Secured Claims. Following the closing of the sale of the Assets, neither the Buyer nor the Secured Creditors shall be entitled to any further monetary distribution from the Estate, with the exception of the Buyer's D&O share of the proceeds of any D&O Claims.

2.4 D&O Claims. The net proceeds of any claims made by or on behalf of the Debtor or the Estate under directors and officers insurance policies and errors and omissions insurance policies, after payment of attorney's fees and costs incurred in collecting on any such claims, shall be split such that 65% of the net proceeds shall belong to and be paid to the Estate and 35% of the net proceeds shall belong to and be paid to the Buyer (the "Buyer's D&O Share"). As additional consideration for the Buyer's D&O Share, the Buyer further agrees to advance any and all out of pocket fees, costs and expenses (other than attorney's, Trustee's and other professionals' fees) incurred by the Trustee attempting to collect on the D&O Claims. Any such sums advanced by the Buyer shall be reimbursed to Buyer first from the proceeds of all D&O Claims and all attorneys' fees incurred in collecting such claims also will be paid before the remaining net proceeds of the D&O Claims are distributed 65% to the Trustee and 35% to the Buyer. The Trustee shall have sole and exclusive standing and authority to pursue or make any decisions regarding the D&O Claims.

2.5 Bill of Sale. Within five business days of the Effective Date, the Trustee shall deliver to the Buyer or its designee a Bill of Sale for the Assets in a form acceptable to the Trustee and Buyer.

2.6 Designee of Buyer. Buyer shall be entitled to assign all right, title and interest pursuant to this Agreement to a party to be designated by Buyer prior to the Effective Date, such that the sale of Assets by the Trustee pursuant to this Agreement shall occur to said designee.

ARTICLE 3 RELEASE OF CLAIMS

3.1 Release of Claims Against Trustee and the Estate by Buyer. Except as otherwise provided in this Agreement, on the Effective Date, Buyer for itself and the Secured Creditors, their successors, assigns, agents, and attorneys, shall be deemed to have released and discharged the Trustee, in both his official and personal capacity, the Estate, and their agents, administrators, attorneys, and accountants from any and all

interests, claims, demands, controversies, actions, causes of action, suits, proceedings, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, and liquidated or unliquidated, which they may now own or hold, or may have previously owned or held, or may in the future own or hold, including, but not limited to, any claims arising out of or relating to the Estate, the Assets, the Secured Claims, and the Bankruptcy Case.

3.2 Release of Claims Against the Buyer by the Trustee and the Estate. Except as otherwise provided in this Agreement, on the Effective Date, the Trustee and the Estate for themselves and their successors, assigns, agents, and attorneys, shall be deemed to have released and discharged the Buyer and its agents, administrators, attorneys, and accountants from any and all interests, claims, demands, controversies, actions, causes of action, suits, proceedings, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, and liquidated or unliquidated, which they may now own or hold, or may have previously owned or held, or may in the future own or hold, including, but not limited to, any claims arising out of or relating to the Estate, the Assets, the Secured Claims, and the Bankruptcy Case.

3.3 Waiver of Section 1542. The Parties recognize, acknowledge, and waive the provisions of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In waiving the provisions of Section 1542 of the California Civil Code, the Parties acknowledge that they may hereafter discover facts in addition to or different than those which they now believe to be true with respect to the matters released herein, but agree that they have taken that possibility into account in reaching this settlement, and the releases given herein shall remain in effect as a full and complete release notwithstanding the discovery or existence of such additional or different facts, as to which they expressly assume the risk.

ARTICLE 4 **ADDITIONAL REPRESENTATIONS AND WARRANTIES**

4.1 Capacity to Enter Into the Agreement. Buyer hereby states, certifies, warrants, and represents to Trustee that it has the right, power, capacity, and authority to enter into this Agreement, to fully perform its obligations under this Agreement including, but not limited to the right to credit bid the Secured Claims, and neither this Agreement nor the release of any claim pursuant to this Agreement violates any agreement by which it is bound. The Trustee, upon the Bankruptcy Court's approval of this Agreement, states, certifies, warrants, and represents to Buyer that he has the right, power, capacity, and authority to enter into this Agreement, to fully perform his

obligations under this Agreement, and this Agreement does not violate any agreement by which he is bound.

4.2 Representation by Legal Counsel. Each Party represents that they acted pursuant to the advice of independent legal counsel of their own choosing in connection with the negotiation, preparation, and execution of this Agreement, or that they were advised to obtain the advice of such independent legal counsel, had fair and reasonable opportunity to obtain the advice of such legal counsel and willfully declined to obtain the advice of such independent legal counsel.

4.3 No Undisclosed Inducements. The Parties represent that they entered into this Agreement solely in reliance upon their own independent investigation and analysis of the relevant facts and circumstances, and that no representations or warranties other than those set forth in this Agreement were made by any other party or any employee, agent or attorney of any other party to induce said party to enter into this Agreement.

4.4 Good Faith and Fair Dealing. This Agreement was negotiated in good faith, at arm's length, and for good, reasonable and fair consideration as to all Parties.

4.5 Truth and Accuracy of Warranties and Representations. Each warranty and representation set forth in this Agreement will be, and the Party making the same will cause same to be, true and correct from the time of execution of this Agreement, until the performance by such Party of each and all of the Parties' obligations under this Agreement.

4.6 Survival. This Agreement and each statement, certification, representation, warranty, disclosure, disclaimer, waiver, duty, obligation, promise, covenant, agreement, term, condition and provision set forth in this Agreement will survive the consummation of all terms and conditions of this Agreement.

ARTICLE 5 GENERAL TERMS AND PROVISIONS

5.1 Further Assurances. The Parties agree that they will execute any and all additional documents and take all additional steps which may be necessary to consummate the Agreement.

5.2 Entire Agreement. This Agreement will constitute the entire agreement between the Parties and supersedes all prior or contemporary understandings or agreements. No supplement, modification, waiver or termination shall be binding or enforceable unless executed in writing by the Parties to be bound thereby.

5.3 No Waiver. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed by the Party making the waiver.

5.4 Modification. The Agreement shall not be modified by any Party by oral representation made before or after the execution of the Agreement. All modifications must be in writing and signed by all Parties.

5.5 Failure or Delay Not a Waiver. No failure or delay on the part of any Party to exercise any right hereunder, nor any other indulgence of such Party, shall operate as a waiver of any other rights hereunder, nor shall any single exercise by any Party of any right hereunder preclude any other or further exercise thereof. The rights and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.

5.6 Construction. Each Party will be deemed to have had equal bargaining strength in the negotiation of this Agreement and equal responsibility for the preparation of this document and any exhibits hereto, such that neither this document, nor any exhibit hereto, nor any uncertainty or ambiguity herein or therein, will be arbitrarily construed or resolved against any Party pursuant to any law or rule of construction to the effect that ambiguities in documents are to be construed against the drafter of the document.

5.7 Severability. In the event that any term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

5.8 No Other Beneficiaries. The Parties acknowledge that this Agreement is solely for their own benefit and that of their successors and assigns.

5.9 Limitation of Remedies and Damages. In the event that there is any dispute under this Agreement, the aggrieved Party shall not be entitled to exemplary or punitive damages so that the aggrieved Party's remedy in connection with any action arising under or in any way related to this Agreement shall be limited to a breach of contract action and any damages in connection therewith are limited to actual and direct damages.

5.10 Attorneys' Fees. In the event that any litigation, arbitration or other proceeding is brought to enforce or interpret any part of this Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover as costs of suit and not as damages, reasonable attorneys' fees, costs and expenses actually incurred in connection therewith.

5.11 Governing Law and Jurisdiction. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of California. In the event that a dispute arises regarding this Agreement, the Bankruptcy Court in the Central District of California, Santa Ana Division shall have exclusive jurisdiction to interpret and enforce this Agreement.

5.12 Notices. Except as otherwise provided by this Agreement, any notices or other communications to be given pursuant to this Agreement shall be delivered to the appropriate Party and their counsel at the address shown below, until written notice of a different address is given by such Party or counsel in accordance with this section. Any notices or other communications must be in writing. Any notices or other communications given by personal service shall be deemed to have been received upon delivery. Any notices or other communications given by first class mail, postage prepaid, addressed to the address required by this section, shall be deemed to have been received three business days following the deposit thereof with the United States Post Office. Any notices or other communications given by overnight courier service shall be deemed to have been received on the date of delivery confirmed by the courier service. Any notice given by facsimile transmission shall be deemed to have been received on the date upon which the recipient's facsimile machine electronically confirms the receipt of such notice.

To the Trustee:

Richard A. Marshack
MARSHACK HAYS LLP
870 Roosevelt Avenue
Irvine, California 92620-5749

With a copy to
the Trustee's Counsel:

Jeffrey I. Golden
Beth E. Gaschen
LOBEL WEILAND GOLDEN FRIEDMAN LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Telephone: (714) 966-1000
Facsimile: (714) 966-1002
Email: jgolden@lwgflp.com
bgaschen@lwgflp.com

To Buyer:

Bob Yari
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10850 Wilshire Blvd, Suite 1250
Los Angeles, CA 90024
Telephone: (310) 689-1450
Email: bob@yarifilmgroup.com

The Rutstein Group
16164 Via Monte Verde
Delray Beach, Florida 33446
Telephone: (561) 703-6263
Email: rutstein@comcast.com

With a copy to Buyer's
Counsel:

Daniel J. McCarthy
HILL, FARRER & BURRILL LLP
One California Plaza
300 S. Grand Ave., 37th Floor
Los Angeles, California 90071
Telephone: (213) 621-0802
Email: dmccarthy@hillfarrer.com

5.13 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, which shall together constitute one document. A facsimile or electronic signature shall constitute an original signature. When counterparts have been executed by all the Parties, this Agreement shall become effective pursuant its terms.

5.14 Meaning of Pronouns and Effect of Headings. As used in this Agreement, the masculine, feminine and/or neuter gender, and the singular or plural form shall include the other gender or form when appropriate. The captions and paragraph headings in this Agreement are used solely for convenience or reference and shall not restrict, limit or otherwise affect the meaning of this Agreement.

DATED: November 20, 2017



RICHARD A. MARSHACK, Chapter 7 Trustee
of the Bankruptcy Estate of EarthOne Circuit
Technologies Corporation

DATED: November 20, 2017

BY EQUITIES, LLC, for itself and as New
Administrative Agent for BY Equities, LLC, and
the Rutstein Group

Bob Yari, its authorized agent

DATED: November 20, 2017

The "Rutstein Group"

C. Lawrence Rutstein, as New Administrative
Agent for BY Equities, LLC, and the Rutstein
Group

With a copy to Buyer's
Counsel:

Daniel J. McCarthy
HILL, FARRER & BURRILL LLP
One California Plaza
300 S. Grand Ave., 37th Floor
Los Angeles, California 90071
Telephone: (213) 621-0802
Email: dmccarthy@hillfarrer.com

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RICHARD A. MARSHACK, Chapter 7 Trustee
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Technologies Corporation

BY EQUITIES, LLC, for itself and as New
Administrative Agent for BY Equities, LLC, and
the Rutstein Group

Bob Yari, its authorized agent

DATED: November 21, 2017

The "Rutstein Group"

C. Lawrence Rutstein, as New Administrative
Agent for BY Equities, LLC, and the Rutstein
Group

With a copy to Buyer's
Counsel:

Daniel J. McCarthy
HILL, FARRER & BURRILL LLP
One California Plaza
300 S. Grand Ave., 37th Floor
Los Angeles, California 90071
Telephone: (213) 621-0802
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BY EQUITIES, LLC, for itself and as New
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the Rutstein Group

Bob Yari, its authorized agent

DATED: November 21, 2017

The "Rutstein Group"

C. J. R.

C. Lawrence Rutstein, as New Administrative
Agent for BY Equities, LLC, and the Rutstein
Group

SCHEDULE 1

Asset Schedule

Any and all right, title and interest of EarthOne Circuit Technologies Corporation, a Delaware corporation (the “Debtor”) and the chapter 7 estate of the Debtor in case no. 8:17-bk-12521-CB (the “Bankruptcy Case”) pending in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the “Court”), in the following specifically identified assets (collectively, the “Assets”) is being sold and transferred to the Buyer, “as-is, where-is” with no representations or warranties of any kind; if not set forth below, any right, title and interest of the Debtor and the Estate to any asset shall remain property of the Estate:

- All inventory;
- Accounts, including accounts receivables and deposit accounts;
- Instruments;
- Rights to executory contracts;
- Rights to license agreements;
- Rights to payment of money under executory and non-executory contracts, purchase orders, invoices and license agreements;
- Furniture; fixtures; equipment, including the “Murrietta” equipment; computers, computer hardware and computer software, including without limitation the assets identified in Schedule 1-1;
- Goodwill;
- Client and customer lists;
- Books and records, whether maintained electronically or otherwise, except that the Trustee may make a copy of the books and records;
- Licenses, including the FTG license;
- Permits;
- Intellectual property, including, without limitation, patents, trade names, copyrights, trademarks, trade secrets, domain names, websites, and all related royalty rights and proceeds, including without limitation the assets identified in Schedule 1-2;
- Securities and interests in other entities, including eSurface Portugal;
- Telephone numbers;
- All proceeds directly related or arising from the foregoing;
- All other miscellaneous assets related to any of the foregoing;
- Causes of action, claims, and defenses directly related to the enforcement of intellectual property and licenses and to the collection of accounts receivable and amounts due or to become due under executory and non-executory contracts, purchase orders, invoices and licenses
- 35% of the net proceeds of any claims made by or on behalf of the Debtor or the Estate under directors and officers insurance policies and errors and omissions insurance policies, after payment of attorneys’ fees and costs incurred in collecting on any such claims

SCHEDULE 1-1

QTY	Description	Category	storage	NP	dispose	Img #	Cost	FMV	Sales price	Notes
Compiled in Good Faith by Current-Surface Staff. The Honda Accord for the Production Line at Minnetta were included in Asset Sheets provided to Mr. Spangler by prior management. There may be additional assets.										
Believed to be stored in PODS - may or may not be										
13	executive chairs	furn.	5	3	5	6399	\$200.00	\$200.00	\$200.00	
20	executive guest chairs	furn.	12		8	6400	\$200.00	\$200.00	\$200.00	
1	leather chair - lobby	furn.	x			6428	\$50.00	\$50.00	\$50.00	
1	leather sofa - lobby	furn.	x			6427	\$100.00	\$100.00	\$100.00	
1	coffee table - lobby	furn.	x			6403	\$20.00	\$20.00	\$20.00	
2	end table - lobby	furn.	x			6421	\$20.00	\$20.00	\$20.00	
1	reception counter/desk - lobby	furn.	x			6429, 6430	\$200.00	\$200.00	\$200.00	
1	silk plant - lobby	furn.	x			6433	\$10.00	\$10.00	\$10.00	
1	conference room table - 8'	furn.	x			6404	\$200.00	\$200.00	\$200.00	
8	conference room chairs	furn.	x			6405	\$200.00	\$200.00	\$200.00	
1	conference room credenza	furn.	x			6408	\$100.00	\$100.00	\$100.00	
2	conference room speaker phone - conf. room	furn.	x			6434	\$50.00	\$50.00	\$50.00	
1	conference room wall cabinet/whiteboard	furn.	x			6436, 6437	\$50.00	\$50.00	\$50.00	
3	Office Chattals	furn.	x			6413, 6416, 6417	\$200.00	\$200.00	\$200.00	
1	executive desk w/ return & credenza (Dick)	furn.	x			6414	\$200.00	\$200.00	\$200.00	
1	executive desk with return (Fred)	furn.	x			6418	\$200.00	\$200.00	\$200.00	
1	executive credenza with upper cabinet	furn.	x			6409	\$100.00	\$100.00	\$100.00	
2	executive bookshelf	furn.	x			6396, 6397	\$50.00	\$50.00	\$50.00	
1	executive bookshelf - tall	furn.	x			6398	\$50.00	\$50.00	\$50.00	
3	executive file cabinet - lateral	furn.	x			6422, 6423	\$50.00	\$50.00	\$50.00	
1	jr. executive table - oval 5.5'	furn.	x			6432	\$50.00	\$50.00	\$50.00	
1	jr. executive credenza - 5.5'	furn.	x			6407	\$50.00	\$50.00	\$50.00	
1	jr. executive file cabinet	furn.	x			6456	\$50.00	\$50.00	\$50.00	
2	jr. executive table - round	furn.	x			6431	\$50.00	\$50.00	\$50.00	
1	metal file cabinet - tall lateral 4 drawer	furn.	x			6448	\$20.00	\$20.00	\$20.00	
1	jr. executive desk with return	furn.	x			6412	\$20.00	\$20.00	\$20.00	
1	presentation easel	office sup.	x			6438	\$20.00	\$20.00	\$20.00	
2	White boards - 6'x4'	office sup.	x				\$50.00	\$50.00	\$50.00	
4	HD Shelving - 18x68x72	warehouse	x			6445	\$10.00	\$10.00	\$10.00	
1	Bakers rack	warehouse	x			6446	\$20.00	\$20.00	\$20.00	
1	Chemical storage - overhead metal	lab	x				\$200.00	\$200.00	\$200.00	
1	Chemical storage - tall metal	lab	x				\$200.00	\$200.00	\$200.00	
1	Safe	lab	x				\$50.00	\$50.00	\$50.00	
1	conference table - 12'	furn.	x			6406	\$50.00	\$50.00	\$50.00	
2	jr. executive file cabinet - lateral	furn.	x			6425, 6426	\$50.00	\$50.00	\$50.00	
7	student desk chairs	furn.	x			6402	\$50.00	\$50.00	\$50.00	
3	student desk	furn.	x			6420	\$1.00	\$1.00	\$1.00	
25	framed pictures		x							

	office sup.	\$0.00
	office sup.	\$0.00
	warehouse	\$50.00
Assets IN USE or at least not in PODS		
2 metal desk - 6' gray	furn.	6454, 6455 \$50.00
1 metal file cabinet - small lateral 4 drawer	furn.	6452 \$20.00
6 metal file cabinet - tall 4 drawer metal	furn.	6453 \$100.00
4 metal storage cabinet - tall	furn.	6449, 6450, 6451 \$100.00
1 2006 Honda Accord	Murietta	\$5,000.00 Cost when new
1 Gen 3 Modified ChemCut Production Line - Lab Equipment	Lab	\$80,000.00 \$1,500.00 \$338,000.00
ALL HARD ASSETS		

QTY	Description	Category	storage	NP	Home Office	dispose	Img #	Cost	FMV	Sales price	Notes
Compiled in Good Faith by Counsel Surface Staff. The Goods Located on the Production Line at Marietta were included in Asset Sheets provided to Mr. Spoonamore by prior management. There may be additional assets.											
4	Servers	IT	4	1				\$4,000.00			
1	Polycom ip550 ip phone			6				\$60.00			
9	Polycom ip335 ip phone		3					\$405.00			
2	Polycome ip5000 conference ip phone		1	1				\$200.00			
1	Netgear ProSAFE GS748T 48-Port Switch		1					\$400.00			
2	Brother MFC-L8850*		2					\$40.00			
2	5 port switch		2					\$20.00			
1	Mac Pro		1	1				\$50.00			
8	Monitors		1	7				\$400.00			
1	Router pfSense (still in studio)		1					\$50.00			
1	desktop computer (michelle's)			1				\$499.00			
4	desktrops computers (Fred Alex Doug Ken)			4				\$2,000.00			
1	Acer Laptop (Spoonamore)			1				\$700.00			
2	Lenovo Yoga 2 Pro - Laptop (Alex, Rick)			2				\$1,000.00			
1	Bill's Computer - still with Bill			1				\$1,000.00			
TOTAL IT EQUIPMENT											

SCHEDULE 1-2

GDP	Country	Trademark	Registration No.	Application No.	Other Number	File Date	Status	Published/ Registered Date	Classes of Goods and Services
21	Argentina	DEP	3,147,547	n/a		2/24/2012	registered	09	
21	Argentina	eSurface	3,147,551	n/a		2/24/2012	registered	40	
21	Argentina	DEP	2,580,735	3,147,548	n/a	2/24/2012	registered	40	
21	Argentina	eSurface	2,579,753	3,147,550	n/a	2/24/2012	registered	09	
13	Australia	DEP	1476507	1476507	601494833	2/23/2012	registered	2/23/2012	40 and 09
13	Australia	eSurface	1476450	1476450	601494847	2/23/2012	registered	2/23/2012	40 and 09
9	Brazil	DEP	840,036,582	840,036,574	n/a	2/27/2012	published	09	
9	Brazil	eSurface	840,036,582	840,036,556		2/27/2012	published	09	
9	Brazil	eSurface	840,036,558	540,036,558		2/27/2012	registered	1/5/2016	40
10	Canada	eSurface	1565687	T6771955CA	2/24/2012	published	11/13/2013	01 & 09	
10	Canada	DEP	1565686	T6771956CA	2/24/2012	published	11/13/2013	01 & 09	
2	China	DEP	10527202	10527202	T120003	2/24/2012	registered	40	
2	China	eSurface	10527202	10527202	T120002	2/24/2012	pending	01	
2	China	DEP	10527203	10527203	T120004	2/24/2012	pending	01	
2	China	eSurface	10527200	10527200	T120001	2/24/2012	registered	09	
2	China	eSurface	10527201	10527201	T120002	2/24/2012	registered	40	
3	Japan	DEP	5529769		FM-25382SF	2/24/2012	registered	10/19/2012	01 and 09
3	Japan	eSurface	5578124	2012-013348	FM-25383SF	2/24/2012	registered	4/26/2013	01 and 09
11	South Korea	DEP	4500496240000	45-2013-001445	Y12TN-1021	3/15/2013	registered	5/3/2014	40 and 09
11	South Korea	eSurface	4500494270000	40-2012-012540	Y12TN-1022	2/24/2012	registered	5/16/2014	40 and 09
38	Malaysia	Covaler		2014038289		6/6/2014	published	7/21/2016	40
38	Malaysia	Covaler		2014038287		6/6/2014	published	7/21/2016	09
38	Malaysia	DEP		2014058302		6/6/2014	published		40
38	Malaysia	DEP	2014058299	2014058299		6/6/2014	registered	6/6/2014	09
38	Malaysia	eSurface		2014058297		2/24/2012	pending	40	
38	Malaysia	eSurface		2014058304		2/24/2012	pending	09	
15	Mexico	DEP	1320953	1252253	35,0/081399	2/24/2012	registered	10/18/2012	40
15	Mexico	DEP	1368246	1252243	35,0/081400	2/24/2012	registered	5/20/2013	09
15	Mexico	eSurface	1320952	1252250	35,0/078554	2/24/2012	registered	10/18/2012	40
15	Mexico	eSurface	1297205	1297205	35,0/078556	2/24/2012	registered	10/18/2012	09
40	Singapore	eSurface		T1408832		6/6/2014	published	9/18/2015	40 and 09
40	Singapore	DEP		T1408877E		6/6/2014	registered	6/6/2014	40 and 09
40	Singapore	Covaler		T1408873B		6/6/2014	pending	40 and 09	
22	Taiwan	eSurface	10505398	101008938		2/24/2012	registered	10/16/2013	40 and 09
22	Taiwan	DEP	1605399	101008939		2/24/2012	registered	10/16/2013	40 and 09
1	USA	eSurface	4491527	85/407,978		3/4/2014	registered		
1	USA	Intelligent Materials		87201461		10/12/2016	pending		
1	USA	Intelligent Matter		87201465		10/12/2016	pending		
1	USA	Covaler							
7	India	Covaler		2747242		5/30/2014	pending	40 and 09	
7	India	DEP		2747240		5/29/2014	pending	40 and 09	
7	India	eSurface		2747241		5/29/2014	pending	40 and 09	
5	EU (CTM)	DEP	10670271			7/31/2012	registered	7/31/2012	40 and 09
5	EU (CTM)	eSurface	10670263			7/31/2012	registered	7/31/2012	40 and 09

Attachment to Schedule B.#60

EXHIBIT "1"
Page 42

GDP	Patent Code	Ctry Code	Country	Application Number	Filing Date	Patent Number	Issue Date	Status Date	Status	Description	Sub Case	Case Type	Agent	Expiration Date
123	EARTH.0001	AL	Albania				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
29	EARTH.0001	AT	Austria				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
13	EARTH.0001	AU	Australia	2012299226	8/16/2012			9/18/2014	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	AJ Park	8/16/2032
13	EARTH.0002	AU	Australia	2014305949	8/6/2012			2/5/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	AJ Park	8/6/2034
24	EARTH.0001	BE	Belgium				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
80	EARTH.0001	BG	Bulgaria				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
9	EARTH.0001	BR	Brazil	BR1120140338937	8/16/2012			9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	Daniel Advogados	8/16/2032
9	EARTH.0002	BR	Brazil	BR1120160238066	8/6/2012			2/29/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	Daniel Advogados	8/6/2034
10	EARTH.0001	CA	Canada	2845822	8/16/2012			9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	Smart & Biggar	8/16/2032
10	EARTH.0002	CA	Canada	2920633	8/6/2012			2/5/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	Smart & Biggar	8/6/2034
19	EARTH.0001	CH	Switzerland		8/17/2012	Under European Patent Organization	11/17/2015	Unfiled		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
2	EARTH.0001	CN	China	2012800511612	8/16/2012			11/7/2015	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	China Patent Agent (H.K.) Ltd.	8/16/2032
2	EARTH.0002	CN	China	201480055096X	8/6/2012			8/18/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	China Patent Agent (H.K.) Ltd.	8/6/2034
109	EARTH.0001	CY	Cyprus			Under European Patent Organization	11/7/2015	Unfiled		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032

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50/EARTH.0001	CZ	Czech Republic		6/8/2014	Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
50/EARTH.0001	CZ	Czech Republic	PCT/US204/050011	6/8/2014			Unknown	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	EPP		8/16/2032
4/EARTH.0001	DE	Germany	6020120082801	8/16/2012	European Patent Organization	5/26/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
39/EARTH.0001	DK	Denmark			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
12/EARTH.0001	EA	Europatent Organization	201490479	8/15/2012		5/26/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Goroditsky & Partners	8/16/2032
12/EARTH.0002	EA	Europatent Organization	201690345	8/5/2012		3/4/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Goroditsky & Partners	8/6/2034
104/EARTH.0001	EE	Estonia			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032

5 EARTH:0001	EP	European Patent Organization	127906964	EP2745658	6/24/2015	6/25/2015	Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032	
5 EARTH:0003	EP	European Patent Organization	18339047	8/6/2012		4/15/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Hanna, Moore & Curley	8/6/2034	
EARTH:0001	ES	Spain			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	FI	Finland			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	FR	France			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	GB	United Kingdom of Great Britain and Northern Ireland			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	GR	Greece			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	HK	Hong Kong	14111455.9	11/13/2014		11/17/2015	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	RCN	China Patent Agent(H.K) Ltd.	8/16/2032	
EARTH:0002	HK	Hong Kong				8/18/2016	Unfilled	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	RCN	China Patent Agent(H.K) Ltd.	8/6/2034	
EARTH:0001	HR	Croatia			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	HU	Hungary			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH:0001	ID	Indonesia	P00201401533	8/16/2012		8/25/2015	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Am Badar & Am Badar	8/16/2032	
EARTH:0002	ID	Indonesia	P00201601210	8/6/2014		2/24/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Am Badar & Am Badar	8/6/2034	
EARTH:0001	IE	Ireland			Under European Patent Organization		11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032

	EARTH-0001	IL	Israel	231045	8/16/2012		9/18/2014	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Dr. Mark Friedman Ltd.	8/16/2032
	EARTH-0002	IL	Israel	243975	8/6/2014		2/16/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Dr. Mark Friedman Ltd.	8/6/2034
	EARTH-0001	IN	India	490/GHENP/2014	8/15/2012		9/18/2014	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	D.P. Ahuja & Co.	8/16/2032
	EARTH-0002	IN	India	201637004439	8/6/2014		2/8/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	D.P. Ahuja & Co.	8/6/2034
	EARTH-0001	IS	Iceland			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
	EARTH-0001	IT	Italy			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
	EARTH-0001	JP	Japan	2014527191	8/16/2012		10/8/2014	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Shusaku Yamamoto	8/16/2032
	EARTH-0001	JP	Japan	2016158458	8/16/2012		8/12/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	D1	Shusaku Yamamoto	8/16/2032
	EARTH-0002	JP	Japan	2016533417	8/6/2014		9/21/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Shusaku Yamamoto	8/16/2034
	EARTH-0001	L	Lichtenstein			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
	EARTH-0001	L	Lithuania			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
	EARTH-0001	LV	Luxembourg			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
	EARTH-0001	MC	Monaco			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032

EARTH.0001	MK	Macedonia		Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032
EARTH.0001	MT	Malta		Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032
EARTH.0001	MX	Mexico	MX/A/2014/001980	8/16/2012	333117	9/9/2015	10/19/2015 Granted	D1	Div	Beccari Coca & Beccari, S.C.
EARTH.0001	MX	Mexico	MX/A/2015/007418	6/10/2015			6/19/2015 Pending			Beccari Coca & Beccari, S.C.
EARTH.0002	MX	Mexico	MX/A/2016/001677	8/5/2014			3/4/2016 Pending			8/6/2034
EARTH.0001	MY	Malaysia	PI/2014/000437	8/16/2012			9/19/2014 Pending	PCT	Sprusion & Ferguson	8/16/2032
EARTH.0002	MY	Malaysia	PI/2016/000231	8/5/2014			2/5/2016 Pending	PCT	Sprusion & Ferguson	8/6/2034
EARTH.0001	NL	Netherlands					METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032
EARTH.0001	NO	Norway					FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Hanna, Moore & Curley	8/16/2032
EARTH.0001	NZ	New Zealand	622408	8/16/2012			METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Aj Park	8/16/2032
EARTH.0001	NZ	New Zealand	716340	8/16/2012			METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Aj Park	8/16/2032
EARTH.0002	NZ	New Zealand	716575	8/5/2014			METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	D1	Div	
EARTH.0001	PH	Philippines	1-2014-500400	8/16/2012			FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Aj Park	8/6/2034
EARTH.0002	PH	Philippines	12016500265	8/5/2014			FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	E.B. Astudillo & Associates	8/16/2032

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EARTH-0001	PL	Poland		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2012	
EARTH-0001	PT	Portugal		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2012	
EARTH-0001	RO	Romania		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2012	
EARTH-0001	RS	Serbia		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2012	
EARTH-0001	SE	Sweden		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2012	
EARTH-0001	SG	Singapore	11201400069V	8/16/2012	11201400069V	6/25/2015	7/3/2015 Granted	PCT	Sprusion & Ferguson	8/16/2012
EARTH-0001	SG	Singapore	10201504593R	8/16/2012		8/16/2015 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	D1	Sprusion & Ferguson	

EARTH.0002	SG	Singapore	11201600973R	8/6/2014		2/11/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING		Spurson & Ferguson	8/6/2034
EARTH.0001	SI	Slovenia			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	SK	Slovakia			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	SM	San Marino			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	TH	Thailand	1401000847	8/16/2012		7/12/2016 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Spurson & Ferguson	8/16/2032
EARTH.0002	TH	Thailand	1601000695	8/6/2014		2/10/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Spurson & Ferguson	8/6/2034
EARTH.0001	TR	Turkey			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	UA	Ukraine	201406498			6/17/2016 Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Shchukhovetski - IP Counselors	8/16/2032
EARTH.0002	UA	Ukraine		8/6/2014		3/4/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Gorodissky & Partners	8/6/1934
EARTH.0001	US	USA	13403797	2/23/2012	8784952	7/22/2014	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	ORD		2/23/2032
EARTH.0001	US	USA	13587785	8/16/2012	8784953	7/22/2014	9/18/2014 Granted	C1	CON	2/23/2032
EARTH.0001	US	USA	14304699	6/13/2014		12/5/2014 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	C2	CON	
EARTH.0001	US	USA	61525662	8/19/2011		9/18/2014 Expired	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	P1	PRO	8/19/2012

EARTH.0001	US	USA	61568736	12/9/2011		9/18/2014	Expired	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	P2	PRO	12/9/2012
EARTH.0001	US	USA	1445559	3/9/2014		12/16/2013	Abandoned	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLES PLATING	Q10		
EARTH.0002	US	USA	14874271	10/2/2015		4/11/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLES PLATING	C1	ICON	
EARTH.0002	US	USA	61862924	8/6/2013		9/18/2014	Expired	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLES PLATING	P1	PRO	8/6/2014
EARTH.0003	US	USA	62074937	11/4/2014		12/7/2015	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ONTO A STENT USING HIGH-SPEED ELECTROLESS PLATING	P1	PRO	11/4/2015
EARTH.0003	US	USA	62249737	11/4/2015		11/2/2015	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ONTO A STENT USING HIGH-SPEED ELECTROLESS PLATING	P2	PRO	11/4/2016
EARTH.0001	VN	Viet Nam	1-2014-00710	8/16/2012		1/26/2015	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Spruson & Ferguson	8/16/2032
EARTH.0002	VN	Viet Nam	1201600526	8/6/2014		2/17/2015	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Spruson & Ferguson	
EARTH.0001	WO	World Intellectual Property Organization	PCT/US2012/051198	8/16/2012		9/18/2014	Inactive	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	Q10		
EARTH.0002	WO	World Intellectual Property Organization	PCT/US14/05001	8/16/2014		2/5/2016	inactive	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	Q10		
EARTH.0001	ZA	South Africa	2014/018339	8/16/2012		9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Spoon Fisher	8/16/2032
EARTH.0002	ZA	South Africa	201600824	8/6/2014		2/8/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Spoon Fisher	8/6/1934

1 Unified
43 Granted31 Pending
12 Published2 Inactive
1 Abandoned4 Expired
1 Unknown

EarthOne Trademark Registration Summary

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Country	Trademark	Registration No.	Application No.	Other Number	File Date	Status	Published/ Registered Date	Classes of Goods and Services
Argentina	DEP	3,147,547	n/a		2/24/2012	registered	7/23/2012	09
Argentina	eSurface	3,147,551	n/a		2/24/2012	registered	7/23/2012	40
Argentina	DEP	2,580,735	3,147,548	n/a	2/24/2012	registered	7/23/2012	40
Argentina	eSurface	2,579,753	3,147,550	n/a	2/24/2012	registered	7/23/2012	09
Australia	DEP	1476507	1476507		601494833	registered	7/23/2012	40 and 09
Australia	eSurface	1476450	1476450		601494847	registered	7/23/2012	40 and 09
Brazil	DEP		840,036,574	n/a	2/27/2012	published	5/16/2012	09
Brazil	DEP	840,036,582	840,036,582		2/27/2012	registered	5/16/2012	40
Brazil	eSurface		840,036,556		2/27/2012	published	5/16/2012	09
China	DEP	840036558	540,036,558		2/27/2012	registered	5/15/2012	40
China	eSurface		1565687	T6771955CA	2/24/2012	published	11/13/2013	01 & 09
China	DEP		1565686	T67719556CA	2/24/2012	published	11/13/2013	01 & 09
China	DEP	10527202	10527202	T1200003	2/24/2012	registered	7/21/2016	40
Japan	DEP		10527202		2/24/2012	pending		01
South Korea	DEP	10527203	10527203	T1200004	2/24/2012	registered	7/21/2016	09
South Korea	eSurface		10527200	T1200001	2/24/2012	registered	5/16/2014	09
Malaysia	eSurface		10527201	T1200002	2/24/2012	registered	5/16/2014	40
Malaysia	DEP		10527201	T1200002	2/24/2012	pending	5/16/2014	01
Malaysia	eSurface		5529769	FM-233-825F	2/24/2012	registered	10/19/2012	01 and 09
Malaysia	DEP		5578124	FM-233-825F	2/24/2012	registered	4/26/2013	01 and 09
Malaysia	eSurface		452013-0001445	Y12TN-1021	3/15/2013	registered	5/16/2014	40 and 09
Malaysia	Covaler		4500094270000	Y12TN-1022	3/15/2013	registered	5/16/2014	40 and 09
Malaysia	Covaler		2014058289		6/5/2014	published	7/21/2016	40
Malaysia	DEP		2014058287		6/6/2014	published	7/21/2016	09
Malaysia	DEP		2014058302		6/6/2014	published	7/21/2016	40
Malaysia	DEP		2014058299		6/6/2014	registered	6/5/2014	09
Malaysia	eSurface		2014058297		6/6/2014	pending	40	09
Mexico	DEP	1320953	1252253	35,0/081399	2/24/2012	pending	10/18/2012	09
Mexico	DEP	1368246	1252243	35,0/081400	2/24/2012	registered	5/7/2013	09
Mexico	eSurface	1320952	1252250	35,0/078654	2/24/2012	registered	10/18/2012	40
Mexico	eSurface	1297205	1297205	35,0/078656	2/24/2012	registered	10/18/2012	09
Singapore	eSurface		T1408832		6/5/2014	published	9/18/2015	40 and 09
Singapore	DEP		T1408837E		6/5/2014	registered	6/6/2014	40 and 09
Singapore	Covaler		T1408873B		6/6/2014	pending	6/6/2014	40 and 09
Taiwan	eSurface	1605398	101008939	2/24/2012	registered	10/16/2013	40 and 09	
USA	DEP	1605399	101008939	2/24/2012	registered	10/16/2013	40 and 09	
USA	eSurface	4491527	85/407,078	3/4/2014	registered	3/4/2014	40 and 09	
USA	DEP		85/407,074		3/30/2014	final refusal		40 and 09
USA	eSurface is in it		59/649,268	6/12/2012	abandoned			40 and 09
USA	Intelligent Materials		87201461	10/12/2016	pending			40 and 09
USA	Intelligent Matter		87201465	10/12/2016	pending			40 and 09
India	Covaler		2747242		5/30/2014	pending		40 and 09
India	DEP		2747240		5/29/2014	pending		40 and 09
India	eSurface		2747241		5/29/2014	pending		40 and 09
EU (CTM)	DEP	10670271	10670271	7/31/2012	registered	7/31/2012	40 and 09	
EU (CTM)	eSurface	10670263	10670263	7/31/2012	registered	7/31/2012	40 and 09	

GDP	Patent Code	Ctry Code	Country	Application Number	Filing Date	Patent Number	Issue Date	Status Date	Status	Description	Sub Case	Case Type	Agent	Expiration Date
123	EARTH.0001	AL	Albania					Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
29	EARTH.0001	AT	Austria					Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
13	EARTH.0001	AU	Australia	201229226	8/16/2012			9/18/2014 Pending		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	AJ Park	8/16/2032	
13	EARTH.0002	AU	Australia	2014305949	8/5/2012			2/25/2016 Pending		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	AJ Park	8/6/2034	
24	EARTH.0001	BE	Belgium					Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
80	EARTH.0001	BG	Bulgaria					Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
9	EARTH.0001	BR	Brazil	BR1120140038937	8/16/2012			9/18/2014 Pending		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Daniel Advogados	8/16/2032	
9	EARTH.0002	BR	Brazil	BR1120150028066	8/5/2012			2/29/2016 Pending		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	Daniel Advogados	8/5/2034	
10	EARTH.0001	CA	Canada	2845822	8/16/2012			9/18/2014 Pending		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Smart & Biggar	8/16/2032	
10	EARTH.0002	CA	Canada	2920633	8/6/2012			2/5/2016 Pending		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	Smart & Biggar	8/5/2034	
19	EARTH.0001	CH	Switzerland		8/17/2012			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
2	EARTH.0001	CN	China	2012800511612	8/16/2012			11/17/2015 Published		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	China Patent Agent (H.K.) Ltd.	8/16/2032	
2	EARTH.0002	CN	China	201480055096X	8/6/2012			8/18/2016 Published		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	China Patent Agent (H.K.) Ltd.	8/6/2034	
109	EARTH.0001	CY	Cyprus					Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	

EXHIBIT “2”

Fill in this information to identify the case:

Debtor name **EarthOne Circuit Technologies Corporation, a Delaware corporation**

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number (if known) **8:17-bk-12521 CB**

Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

No. Go to Part 2.

Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

3. Checking, savings, money market, or financial brokerage accounts (Identify all)

Name of institution (bank or brokerage firm) Type of account

Last 4 digits of account number

Wells Fargo Bank. The Debtor's bank

account has no money in it.

\$0.00

4. Other cash equivalents (Identify all)

5. Total of Part 1.

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$0.00

Part 2: Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

No. Go to Part 3.

Yes Fill in the information below.

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

No. Go to Part 4.

Yes Fill in the information below.

11. Accounts receivable

11a. 90 days old or less:	287,000.00	-	143,500.00	=	\$143,500.00
	face amount		doubtful or uncollectible accounts		

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Delaware corporation
Name

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12. Total of Part 3.	<u>\$143,500.00</u>
Current value on lines 11a + 11b = line 12. Copy the total to line 82.	

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
 Yes Fill in the information below.

		Valuation method used for current value	Current value of debtor's interest
14. Mutual funds or publicly traded stocks not included in Part 1	Name of fund or stock:		
15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture	Name of entity:	% of ownership	
15.1. <u>Debtor owns 100% of eSurface Portugal. At the present time, eSurface has a bank account which has 6,500 Euros in it.</u>		100 %	<u>\$7,641.00</u>

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1
Describe:

17. Total of Part 4.	<u>\$7,641.00</u>
Add lines 14 through 16. Copy the total to line 83.	

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
 Yes Fill in the information below.

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials					
20. Work in progress					
21. Finished goods, including goods held for resale					
22. Other inventory or supplies <u>Debtor estimates that the value of inventory is between \$4,500 and \$9,000.</u>			\$0.00		<u>\$4,500.00</u>

23. Total of Part 5.	<u>\$4,500.00</u>
Add lines 19 through 22. Copy the total to line 84.	

24. Is any of the property listed in Part 5 perishable?

- No
 Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

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Delaware corporation
Name

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<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes. Book value	Valuation method	Current Value
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26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
--	------------------------------

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

No. Go to Part 7.

Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

No. Go to Part 8.

Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture <u>See attached inventory list</u>	\$0.00		\$17,335.00

40. **Office fixtures**

41. **Office equipment, including all computer equipment and communication systems equipment and software**

42. **Collectibles** Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles

43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$17,335.00

44. Is a depreciation schedule available for any of the property listed in Part 7?

No

Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

No

Yes

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

No. Go to Part 9.

Yes Fill in the information below.

	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles			

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation
Name _____

Case number (if known) 8:17-bk-12521 CB

47.1. <u>2006 Honda Accord</u>	<u>\$5,000.00</u>	<u>Purchase price</u>	<u>\$5,000.00</u>
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48. **Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

49. **Aircraft and accessories**

50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**
"Murrietta" equipment. Value shown is approximate.

<u>\$0.00</u>	<u>\$80,000.00</u>
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51. **Total of Part 8.**

Add lines 47 through 50. Copy the total to line 87.

<u>\$85,000.00</u>

52. **Is a depreciation schedule available for any of the property listed in Part 8?**

- No
 Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**

- No
 Yes

Part 9: Real property

54. **Does the debtor own or lease any real property?**

- No. Go to Part 10.
 Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. **Does the debtor have any interests in intangibles or intellectual property?**

- No. Go to Part 11.
 Yes Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets Debtor holds a number of patents and trademark on intellectual property. See attached for description. Debtor believes the value to be at least \$4.6 million	<u>Unknown</u>		<u>\$4,600,000.00</u>

61. Internet domain names and websites Domain names and websites	<u>Unknown</u>	<u>Unknown</u>
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62. Licenses, franchises, and royalties FTG license	<u>\$0.00</u>	<u>Unknown</u>
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Delaware corporation**
Name _____

Case number (if known) **8:17-bk-12521 CB**

63. **Customer lists, mailing lists, or other compilations**

64. **Other intangibles, or intellectual property**

65. **Goodwill**

66. **Total of Part 10.**

Add lines 60 through 65. Copy the total to line 89.

\$4,600,000.00

67. **Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?**

- No
 Yes

68. **Is there an amortization or other similar schedule available for any of the property listed in Part 10?**

- No
 Yes

69. **Has any of the property listed in Part 10 been appraised by a professional within the last year?**

- No
 Yes

Part 11: All other assets

70. **Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

No. Go to Part 12.

Yes Fill in the information below.

**Current value of
debtor's interest**

71. **Notes receivable**

Description (include name of obligor)

IP of the Debtor	0.00	-	0.00	=	
	Total face amount		doubtful or uncollectible amount		\$0.00

72. **Tax refunds and unused net operating losses (NOLs)**

Description (for example, federal, state, local)

73. **Interests in insurance policies or annuities**

74. **Causes of action against third parties (whether or not a lawsuit has been filed)**

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

76. **Trusts, equitable or future interests in property**

77. **Other property of any kind not already listed Examples: Season tickets, country club membership**

78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90.

\$0.00

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**

- No
 Yes

QTY	Description	Category	storage	NP	dispose	Img #	Cost	FMV	Sales price	Notes
Compiled in Good Faith by Current Surface Staff. The Honda Accord for the Production Line at Minnetta were included in Asset Sheets provided to Mr. Spangler by prior management. There may be additional assets.										
Believed to be stored in PODS - may or may not be										
13	executive chairs	furn.	5	3	5	6399	\$200.00			
20	executive guest chairs	furn.	12		8	6400	\$200.00			
1	leather chair - lobby	furn.	x			6428	\$50.00			
1	leather sofa - lobby	furn.	x			6427	\$100.00			
1	coffee table - lobby	furn.	x			6403	\$20.00			
2	end table - lobby	furn.	x			6421	\$20.00			
1	reception counter/desk - lobby	furn.	x			6429, 6430	\$200.00			
1	silk plant - lobby	furn.	x			6433	\$10.00			
1	conference room table - 8'	furn.	x			6404	\$200.00			
8	conference room chairs	furn.	x			6405	\$200.00			
1	conference room credenza	furn.	x			6408	\$100.00			
2	conference room speaker phone - conf. room	furn.	x			6434	\$50.00			
1	conference room wall cabinet/whiteboard	furn.	x			6436, 6437	\$50.00			
3	Office Chattals	furn.	x			6413, 6416, 6417	\$200.00			
1	executive desk w/ return & credenza (Dick)	furn.	x			6414	\$200.00			
1	executive desk with return (Fred)	furn.	x			6418	\$200.00			
1	executive credenza with upper cabinet	furn.	x			6409	\$100.00			
2	executive bookshelf	furn.	x			6396, 6397	\$50.00			
1	executive bookshelf - tall	furn.	x			6398	\$50.00			
3	executive file cabinet - lateral	furn.	x			6422, 6423	\$50.00			
1	jr. executive table - oval 5.5'	furn.	x			6432	\$50.00			
1	jr. executive credenza - 5.5'	furn.	x			6407	\$50.00			
1	jr. executive file cabinet	furn.	x			6456	\$50.00			
2	jr. executive table - round	furn.	x			6431	\$50.00			
1	metal file cabinet - tall lateral 4 drawer	furn.	x			6448	\$20.00			
1	jr. executive desk with return	furn.	x			6412	\$20.00			
1	presentation easel	office sup.	x			6438	\$20.00			
2	White boards - 6'x4'	office sup.	x				\$50.00			
4	HD Shelving - 18x68x72	warehouse	x			6445	\$10.00			
1	Bakers rack	warehouse	x			6446	\$20.00			
1	Chemical storage - overhead metal	lab	x				\$200.00			
1	Chemical storage - tall metal	lab	x				\$200.00			
1	Safe	lab	x				\$50.00			
1	conference table - 12'		x			6406	\$50.00			
2	jr. executive file cabinet - lateral		x			6425, 6426	\$50.00			
7	student desk chairs		x			6402	\$50.00			
3	student desk		x			6420	\$50.00			
25	framed pictures		x				\$1.00			

	office sup.	\$0.00
	office sup.	\$0.00
	warehouse	\$50.00
Assets IN USE or at least not in PODS		
2 metal desk - 6' gray	furn.	6454, 6455 \$50.00
1 metal file cabinet - small lateral 4 drawer	furn.	6452 \$20.00
6 metal file cabinet - tall 4 drawer metal	furn.	6453 \$100.00
4 metal storage cabinet - tall	furn.	6449, 6450, 6451 \$100.00
1 2006 Honda Accord	Murietta	\$5,000.00 Cost when new
1 Gen 3 Modified ChemCut Production Line - Lab Equipment	Lab	\$80,000.00 \$238,000.00
ALL HARD ASSETS		
		\$1,500.00

QTY	Description	Category	storage	NP	Home Office	dispose	Img #	Cost	FMV	Sales price	Notes
Compiled in Good Faith by Current Surface Staff. The Goods Located on the Production Line at Marietta were included in Asset Sheets provided to Mr. Spohnarole by Prior management. There may be additional assets.											
4	Servers	IT	4	1				\$4,000.00			
1	Polycom ip550 ip phone			6				\$60.00			
9	Polycom ip335 ip phone		3					\$405.00			
2	Polycome ip5000 conference ip phone		1	1				\$200.00			
1	Netgear ProSAFE GS748T 48-Port Switch		1					\$400.00			
2	Brother MFC-L8850*		2					\$40.00			
2	5 port switch		2					\$20.00			
1	Mac Pro		1		1			\$500.00			
8	Monitors		1		7			\$400.00			
1	Router pfSense (still in studio)		1					\$50.00			
1	desktop computer (michelle's)			1				\$499.00			
4	desktops computers (Fred Alex Doug Ken)			4				\$2,000.00			
1	Acer Laptop (Spoonamore)			1				\$700.00			
2	Lenovo Yoga 2 Pro - Laptop (Alex, Rick)			2				\$1,000.00			
1	Bill's Computer - still with Bill			1				\$1,000.00			
TOTAL IT EQUIPMENT											

GDP	Country	Trademark	Registration No.	Application No.	Other Number	File Date	Status	Published/ Registered Date	Classes of Goods and Services
21	Argentina	DEP	3,147,547	n/a		2/24/2012	registered	09	40
21	Argentina	eSurface	3,147,551	n/a		2/24/2012	registered	09	40
21	Argentina	DEP	2,580,735	3,147,548	n/a	2/24/2012	registered	09	40
21	Argentina	eSurface	2,579,753	3,147,550	n/a	2/24/2012	registered	09	40 and 09
13	Australia	DEP	1476507	1476507	601494833	2/23/2012	registered	2/23/2012	40 and 09
13	Australia	eSurface	1476450	1476450	601494847	2/23/2012	registered	2/23/2012	40 and 09
9	Brazil	DEP	840,036,582	840,036,574	n/a	2/27/2012	published	09	40
9	Brazil	eSurface	840,036,582	840,036,556		2/27/2012	published	09	40
9	Brazil	eSurface	840,036,558	540,036,558		2/27/2012	registered	1/5/2016	40
10	Canada	eSurface	1565687	T6771955CA	2/24/2012	published	11/13/2013	01 & 09	
10	Canada	DEP	1565865	T6771956CA	2/24/2012	published	11/13/2013	01 & 09	
2	China	DEP	10527202	10527202	T120003	2/24/2012	registered	40	
2	China	DEP	10527202	10527202		2/24/2012	pending	01	
2	China	DEP	10527203	10527203	T120004	2/24/2012	registered	09	
2	China	eSurface	10527200	10527200	T120001	2/24/2012	registered	09	
2	China	eSurface	10527201	10527201	T120002	2/24/2012	registered	40	
2	China	eSurface	10527201	10527201	T120002	2/24/2012	pending	01	
3	Japan	DEP	5229769		FM-253825F	2/24/2012	registered	10/19/2012	01 and 09
3	Japan	eSurface	5578124	2012-013348	FM-253835F	2/24/2012	registered	4/26/2013	01 and 09
11	South Korea	DEP	4500496240000	45-2013-0001445	Y12TN-1021	3/15/2013	registered	5/3/2014	40 and 09
11	South Korea	eSurface	4500494270000	40-2012-012540	Y12TN-1022	2/24/2012	registered	5/16/2014	40 and 09
38	Malaysia	Covaler		2014038289		6/6/2014	published	7/21/2016	40
38	Malaysia	Covaler		2014058287		6/6/2014	published	7/21/2016	09
38	Malaysia	DEP		2014058302		6/6/2014	published		40
38	Malaysia	DEP	2014058299	2014058299		6/6/2014	registered	6/6/2014	09
38	Malaysia	eSurface		2014058297		2/24/2012	pending	40	
38	Malaysia	eSurface		2014058304		2/24/2012	pending	09	
15	Mexico	DEP	1320953	1252253	35,0/081399	2/24/2012	registered	10/18/2012	40
15	Mexico	DEP	1368346	1252243	35,0/081400	2/24/2012	registered	5/20/2013	09
15	Mexico	eSurface	1320952	1252250	35,0/078554	2/24/2012	registered	10/18/2012	40
15	Mexico	eSurface	1297205	1297205	35,0/078556	2/24/2012	registered	10/18/2012	09
40	Singapore	eSurface		T1408832		6/6/2014	published	9/18/2015	40 and 09
40	Singapore	DEP		T1408877E		6/6/2014	registered	6/6/2014	40 and 09
40	Singapore	Covaler		T1408877E		6/6/2014	registered	6/6/2014	40 and 09
22	Taiwan	eSurface	1605398	101008938		6/6/2014	pending	10/16/2013	40 and 09
22	Taiwan	DEP	1605399	101008939		2/24/2012	registered	10/16/2013	40 and 09
1	USA	eSurface	4491527	85,407,078		3/4/2014	registered	3/4/2014	40 and 09
1	USA	Intelligent Materials	87201461		10/12/2016	pending			
1	USA	Intelligent Matter	87201465		10/12/2016	pending			
1	USA	Covaler							
7	India	Covaler		2747242		5/30/2014	pending	40 and 09	
7	India	DEP		2747240		5/29/2014	pending	40 and 09	
7	India	eSurface		2747241		5/29/2014	pending	40 and 09	
5	EU (CTM)	DEP	10670271	10670271		7/31/2012	registered	7/31/2012	40 and 09
5	EU (CTM)	eSurface	10670263	10670263		7/31/2012	registered	7/31/2012	40 and 09

Attachment to Schedule B.#60

EXHIBIT "2"
Page 61

GDP	Patent Code	Ctry Code	Country	Application Number	Filing Date	Patent Number	Issue Date	Status Date	Status	Description	Sub Case	Case Type	Agent	Expiration Date
123	EARTH.0001	AL	Albania				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
29	EARTH.0001	AT	Austria				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
13	EARTH.0001	AU	Australia	2012299226	8/16/2012		9/18/2014	Pending		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	AJ Park	8/16/2032
13	EARTH.0002	AU	Australia	2014305949	8/6/2012		2/5/2016	Pending		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	AJ Park	8/6/2034
24	EARTH.0001	BE	Belgium				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
80	EARTH.0001	BG	Bulgaria				Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
9	EARTH.0001	BR	Brazil	BR1120140338937	8/16/2012		9/18/2014	Pending		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	Daniel Advogados	8/16/2032
9	EARTH.0002	BR	Brazil	BR112016028066	8/6/2012		2/29/2016	Pending		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	Daniel Advogados	8/6/2034
10	EARTH.0001	CA	Canada	2845822	8/16/2012		9/18/2014	Pending		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	Smart & Biggar	8/16/2032
10	EARTH.0002	CA	Canada	2920633	8/6/2012		2/5/2016	Pending		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	Smart & Biggar	8/6/2034
19	EARTH.0001	CH	Switzerland		8/17/2012	Under European Patent Organization	11/17/2015	Unfiled		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032
2	EARTH.0001	CN	China	2012800511612	8/16/2012		11/7/2015	Published		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		PCT	China Patent Agent (H.K.) Ltd.	8/16/2032
2	EARTH.0002	CN	China	201480055096X	8/6/2012		8/18/2016	Published		FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING		PCT	China Patent Agent (H.K.) Ltd.	8/6/2034
109	EARTH.0001	CY	Cyprus			Under European Patent Organization	11/7/2015	Unfiled		METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE		EPP	Hanna, Moore & Curley	8/16/2032

EarthOne Patent Summary

50 EARTH.0001	CZ	Czech Republic		6/8/2014	Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
50 EARTH.0001	CZ	Czech Republic	PCT/US204/050011	6/8/2014			Unknown	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	EPP		8/16/2032
4 EARTH.0001	DE	Germany	6020120082801	8/16/2012	European Patent Organization	5/26/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
39 EARTH.0001	DK	Denmark			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
121 EARTH.0001	EA	Erasian Patent Organization	201490479	8/15/2012		5/26/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Goroditsky & Partners	8/16/2032
122 EARTH.0002	EA	Erasian Patent Organization	201590345	8/5/2012		3/4/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Goroditsky & Partners	8/16/2034
104 EARTH.0001	EE	Estonia			Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032

5 EARTH-0001	EP	European Patent Organization	1277906964	EP2745658	6/24/2015	6/25/2015 Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032
5 EARTH-0003	EP	European Patent Organization	148339047	8/6/2012		4/15/2016 Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Hanna, Moore & Curley	8/6/2034
EARTH-0001	ES	Spain			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	FI	Finland			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	FR	France			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	GB	United Kingdom of Great Britain and Northern Ireland			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	GR	Greece			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	HK	Hong Kong	14111455.9	11/13/2014		11/17/2015 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	RCN	Hanna, Moore & Curley	8/16/2032
EARTH-0002	HK	Hong Kong				8/18/2016 Unfilled	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	RCN	China Patent Agent (H.K.) Ltd.	8/6/2034
EARTH-0001	HR	Croatia			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	HU	Hungary			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH-0001	ID	Indonesia	P00201401533	8/16/2012		8/25/2015 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Am Badar & Am Badar	8/16/2032
EARTH-0002	ID	Indonesia	P00201601210	8/6/2014		2/24/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Am Badar & Am Badar	8/6/2034
EARTH-0001	IE	Ireland			Under European Patent Organization	11/17/2015 Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032

EARTH.0001	IL	Israel	231045	8/16/2012		9/18/2014	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Dr. Mark Friedman Ltd.	8/16/2032
EARTH.0002	IL	Israel	243975	8/6/2014		2/16/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Dr. Mark Friedman Ltd.	8/6/2034
EARTH.0001	IN	India	490/CHEM/2014	8/15/2012		9/18/2014	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	D.P. Ahuja & Co.	8/16/2032
EARTH.0002	IN	India	201637004439	8/6/2014		2/8/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	D.P. Ahuja & Co.	8/6/2034
EARTH.0001	IS	Iceland			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	IT	Italy			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	JP	Japan	2014527191	8/16/2012		10/8/2014	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Shusaku Yamamoto	8/16/2032
EARTH.0001	JP	Japan	2016158458	8/16/2012		8/12/2016	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	DI	Shusaku Yamamoto	8/16/2032
EARTH.0002	JP	Japan	2016533417	8/6/2014		9/21/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Shusaku Yamamoto	8/16/2034
EARTH.0001	LI	Liechtenstein			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	LT	Lithuania			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	LU	Luxembourg			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	LV	Latvia			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032
EARTH.0001	MC	Monaco			Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032

	EARTH.0001	MK	Macedonia		Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032	
	EARTH.0001	MT	Malta		Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032	
	EARTH.0001	MX	Mexico	MX/A/2014/001980	8/16/2012	333117	9/9/2015	10/19/2015 Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Becceril Coca & Becceril, S.C.	8/16/2032
	EARTH.0001	MX	Mexico	MX/A/2015/007418	6/10/2015		6/19/2015 Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	D1	Div	Becceril Coca & Becceril, S.C.	
	EARTH.0002	MX	Mexico	MX/A/2015/001677	8/5/2014		3/4/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	Becceril Coca & Becceril, S.C.	8/5/2034	
	EARTH.0001	MY	Malaysia	PI/2014/000437	8/16/2012		9/19/2014 Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Sprusion & Ferguson	8/16/2032	
	EARTH.0002	MY	Malaysia	PI/2015/000231	8/5/2014		2/5/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	Sprusion & Ferguson	8/6/2034	
	EARTH.0001	NL	Netherlands		Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032	
	EARTH.0001	NO	Norway		Under European Patent Organization	11/17/2015	Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Hanna, Moore & Curley	8/16/2032	
	EARTH.0001	NZ	New Zealand	622408	8/16/2012		3/15/2016 Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	AJ Park	8/16/2032	
	EARTH.0001	NZ	New Zealand	716340	8/16/2012		1/26/2016 Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	D1	Div	AJ Park	
	EARTH.0002	NZ	New Zealand	716676	8/5/2014		2/5/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	AJ Park	8/5/2034	
	EARTH.0001	PH	Philippines	1-2014-500400	8/16/2012		9/19/2014 Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	E.B. Astudillo & Associates	8/16/2032	
	EARTH.0002	PH	Philippines	12016500265	8/5/2014		8/5/2014 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	E.B. Astudillo & Associates	8/5/2034	

EARTH-0001	PL	Poland		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH-0001	PT	Portugal		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH-0001	RO	Romania		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH-0001	RS	Serbia		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH-0001	SE	Sweden		Under European Patent Organization	1/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH-0001	SG	Singapore	11201400069V	8/16/2012	11201400069V	6/25/2015	7/3/2015 Granted	PCT	Spruson & Ferguson	8/16/2032
EARTH-0001	SG	Singapore	10201504593R	8/16/2012		8/18/2015 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	D1	Spruson & Ferguson	

EARTH.0002	SG	Singapore	11201600973R	8/6/2014		2/11/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING			Spurson & Ferguson	8/6/2034
EARTH.0001	SI	Slovenia			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH.0001	SK	Slovakia			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH.0001	SM	San Marino			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH.0001	TH	Thailand	1401000847	8/16/2012		7/12/2016 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Spurson & Ferguson	8/16/2032	
EARTH.0002	TH	Thailand	1601000695	8/6/2014		2/10/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLES PLATING	PCT	Spurson & Ferguson	8/6/2034	
EARTH.0001	TR	Turkey			Under European Patent Organization	11/17/2015 Unfiled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley	8/16/2032	
EARTH.0001	UA	Ukraine	201406498			6/11/2016 Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Shukhovetski - IP Counselors	8/16/2032	
EARTH.0002	UA	Ukraine		8/6/2014		3/4/2016 Pending	FORMING A CONDUCTIVE IMAGE USING HIGH-SPEED ELECTROLESS PLATING	PCT	Goroditsky & Partners	8/5/1934	
EARTH.0001	US	USA	13403797	2/23/2012	8784952	7/22/2014	9/18/2014 Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	ORD		2/23/2032
EARTH.0001	US	USA	13587785	8/16/2012	8784953	7/22/2014	9/18/2014 Granted	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	C1	CON	
EARTH.0001	US	USA	14304699	6/13/2014		12/5/2014 Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	C2	CON		
EARTH.0001	US	USA	61525662	8/19/2011		9/19/2014 Expired	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	P1	PRO		8/19/2012

EARTH.0001	US	USA	61568736	12/9/2011			9/18/2014	Expired	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	P2 PRO
EARTH.0001	US	USA	14452559	8/6/2014			12/7/2013	Abandoned	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	Q1P
EARTH.0002	US	USA	14874271	10/2/2015			4/1/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	C1 CON
EARTH.0002	US	USA	61862924	8/6/2013			9/18/2014	Expired	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	P1 PRO
EARTH.0003	US	USA	62074937	11/4/2014			12/7/2015	Expired	METHOD OF FORMING A CONDUCTIVE IMAGE ONTO A STENT USING HIGH SPEED ELECTROLESS PLATING	P1 PRO
EARTH.0003	US	USA	62249737	11/4/2015			11/2/2015	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ONTO A STENT USING HIGH SPEED ELECTROLESS PLATING	P2 PRO
EARTH.0001	VN	Viet Nam	1-2014-00710	8/16/2012			1/6/2015	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT Spruson & Ferguson
EARTH.0002	VN	Viet Nam	1201600526	8/6/2014			2/17/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT Spruson & Ferguson
EARTH.0001	WFO	World Intellectual Property Organization	PTCUS2012051193	8/16/2012			9/18/2014	Inactive	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	ORD
EARTH.0002	WFO	World Intellectual Property Organization	PCT/US14/450011	8/5/2014			2/5/2016	Inactive	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	ORD
EARTH.0001	ZA	South Africa	2014/01839	8/16/2012			9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT Spoor Fisher
EARTH.0002	ZA	South Africa	2015/00824	8/6/2014			2/8/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT Spoor Fisher

EXHIBIT "2"
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AMENDED ON 8/24/2017

Debtor **EarthOne Circuit Technologies Corporation, a
Delaware corporation**
Name _____

Case number (if known) 8:17-bk-12521 CB

12. **Total of Part 3.**

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$143,500.00

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
 Yes Fill in the information below.

		Valuation method used for current value	Current value of debtor's interest
14.	Mutual funds or publicly traded stocks not included in Part 1 Name of fund or stock:		
15.	Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture Name of entity: Debtor owns 100% of eSurface Portugal the value of which is uncertain. At the present time, eSurface has a bank account which has 6,500 Euros in it.	% of ownership	
15.1.	100 %		\$7,641.00

16. **Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1**
Describe: _____

17. **Total of Part 4.**

Add lines 14 through 16. Copy the total to line 83.

\$7,641.00

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
 Yes Fill in the information below.

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	Raw materials				
20.	Work in progress				
21.	Finished goods, including goods held for resale				
22.	Other inventory or supplies Debtor estimates that the value of inventory is between \$4,500 and \$9,000.		\$0.00		\$4,500.00

23. **Total of Part 5.**

Add lines 19 through 22. Copy the total to line 84.

\$4,500.00

24. Is any of the property listed in Part 5 perishable?

- No
 Yes

Debtor **EarthOne Circuit Technologies Corporation, a
Delaware corporation**
Name

Case number (if known) **8:17-bk-12521 CB**

16. **Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1**
Describe:

17. **Total of Part 4.**

Add lines 14 through 16. Copy the total to line 83.

\$7,641.00

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
 Yes Fill in the information below.

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
 Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- No. Go to Part 8.
 Yes Fill in the information below.

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- No. Go to Part 9.
 Yes Fill in the information below.

Part 9: Real property

54. Does the debtor own or lease any real property?

- No. Go to Part 10.
 Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- No. Go to Part 11.
 Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60.	Patents, copyrights, trademarks, and trade secrets Debtor holds a number of patents and trademark on intellectual property. See attached for description. The value of the intellectual property is uncertain but the Debtor believes the value to be at least \$4.9 million	Unknown	Unknown	Unknown

Attachment to Schedule B – Personal Property
#60. Patents, copyrights, trademarks, and trade secrets

EarthOne Trademark Registration Summary

Case 8:17-cv-01252-B Document 1 Filed 08/24/17 Entered 08/24/17 16:00:23 Desc

Country	Trademark	Registration No.	Application No.	Other Number	File Date	Status	Published/ Registered Date	Classes of Goods and Services
Argentina	DEP	3,147,547	n/a	2/24/2012	registered	09		GDP
Argentina	eSurface	3,147,551	n/a	2/24/2012	registered	40		
Argentina	DEP	2,580,735	3,147,548	n/a	2/24/2012	registered	40	
Argentina	eSurface	2,579,753	3,147,550	n/a	2/24/2012	registered	09	
Australia	DEP	1476507	1476507	601494833	2/23/2012	registered	2/23/2012	40 and 09
Australia	eSurface	1476450	1476450	601494847	2/23/2012	registered	2/23/2012	40 and 09
Brazil	DEP	840,036,582	840,036,574	n/a	2/27/2012	published		09
Brazil	eSurface	840,036,582	840,036,582		2/27/2012	registered		40
Brazil	eSurface	840,036,558	840,036,558		2/27/2012	published		09
Canada	eSurface	1565687	1565687	T6771955CA	2/24/2012	published	11/13/2013	01 & 09
Canada	DEP	1565686	1565686	T67719556CA	2/24/2012	published	11/13/2013	01 & 09
China	DEP	10527202	10527202	T1200003	2/24/2012	registered		40
China	DEP	10527202	10527202		2/24/2012	pending		01
Japan	DEP	5529769	5529769	FM-233-825F	2/24/2012	registered	10/19/2012	01 and 09
South Korea	DEP	4527200	4527200	T1200004	2/24/2012	registered	09	
South Korea	eSurface	10527201	10527201	T1200001	2/24/2012	registered	09	
Malaysia	Covaler			T1200002	2/24/2012	registered		40
Malaysia	Covaler			T1200002	2/24/2012	registered		01
Malaysia	DEP	5578124	5578124	Y12TN-1021	3/15/2013	registered	5/30/2014	40 and 09
Malaysia	DEP	450096240000	450096240000	Y12TN-1022	3/15/2013	registered	5/30/2014	40 and 09
Mexico	eSurface	450094270000	40,2012-0012540	Y12TN-1022	3/15/2013	registered	5/30/2014	40 and 09
Malaysia	DEP	1320533	1320533	6/6/2014	published	7/21/2016		09
Malaysia	DEP	1320532	1320532	6/6/2014	published	7/21/2016		40
Malaysia	DEP	2014058299	2014058299	6/6/2014	registered	6/6/2014		09
Malaysia	eSurface	2014058297	2014058297	6/6/2014	registered	6/6/2014		40
Malaysia	eSurface	2014058304	2014058304	6/6/2014	registered	6/6/2014		09
Mexico	DEP	1368246	1368246	2/24/2012	registered	5/7/2013		09
Mexico	eSurface	132052	132052	2/24/2012	registered	10/18/2012		40
Mexico	eSurface	1297205	1297205	2/24/2012	registered	10/18/2012		09
Singapore	eSurface			35/0/078656	6/5/2014	published	9/18/2015	40 and 09
Singapore	DEP	T1408877E	T1408877E	6/5/2014	registered	6/6/2014		40 and 09
Singapore	Covaler			6/6/2014	registered	6/6/2014		40 and 09
Taiwan	eSurface	1605398	1605398	10108939	2/24/2012	registered	10/16/2013	40 and 09
USA	DEP	1605399	1605399	10108939	2/24/2012	registered	10/16/2013	40 and 09
USA	eSurface	4491527	85/407,078	10108939	2/24/2012	registered	3/4/2014	40 and 09
USA	DEP			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
USA	eSurface is in it			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
USA	Intelligent Materials			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
USA	Intelligent Matter			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
USA	Covaler			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
India	DEP			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
India	eSurface			85/407,078	2/24/2012	registered	3/4/2014	40 and 09
EU (CTM)	DEP	10670271	10670271	7/31/2012	registered	7/31/2012		40 and 09
EU (CTM)	eSurface	10670263	10670263	7/31/2012	registered	7/31/2012		40 and 09

GDP	Patent Code	Ctry Code	Country	Application Number	Filing Date	Patent Number	Issue Date	Status Date	Status	Description	Sub Case	Case Type	Agent	Expiration Date
123	EARTH.0001	AL	Albania				Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley		8/16/2032
29	EARTH.0001	AT	Austria				Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley		8/16/2032
13	EARTH.0001	AU	Australia	2012299226	8/16/2012			9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	AJ Park		8/16/2032
13	EARTH.0002	AU	Australia	2014305949	8/6/2012			2/25/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	AJ Park		8/6/2034
24	EARTH.0001	BE	Belgium				Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley		8/16/2032
80	EARTH.0001	BG	Bulgaria				Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley		8/16/2032
9	EARTH.0001	BR	Brazil	BR1120140038937	8/16/2012			9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Danieli Advogados		
9	EARTH.0002	BR	Brazil	BR112015028066	8/16/2012			2/29/2015	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	Danieli Advogados		8/6/2034
10	EARTH.0001	CA	Canada	2845822	8/16/2012			9/18/2014	Pending	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	Smart & Biggar		8/16/2032
10	EARTH.0002	CA	Canada	2920633	8/6/2012			2/5/2016	Pending	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	Smart & Biggar		8/6/2034
19	EARTH.0001	CH	Switzerland		8/17/2012		Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley		8/16/2032
2	EARTH.0001	CN	China	2012800511612	8/16/2012			11/17/2015	Published	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	PCT	China Patent Agent (H.K.) Ltd.		8/16/2032
2	EARTH.0002	CN	China	201480055096X	8/6/2012			8/18/2016	Published	FORMING A CONDUCTIVE IMAGE USING HIGH SPEED ELECTROLESS PLATING	PCT	China Patent Agent (H.K.) Ltd.		8/6/2034
109	EARTH.0001	CY	Cyprus				Under European Patent Organization	11/17/2015	Unfilled	METHOD OF FORMING A CONDUCTIVE IMAGE ON A NON-CONDUCTIVE SURFACE	EPP	Hanna, Moore & Curley		8/16/2032

Debtor **EarthOne Circuit Technologies Corporation, a
Delaware corporation**
Name _____

Case number (if known) **8:17-bk-12521 CB**

61. Internet domain names and websites
 62. Licenses, franchises, and royalties
 63. Customer lists, mailing lists, or other compilations
 64. Other intangibles, or intellectual property
 65. Goodwill

66. **Total of Part 10.**

Add lines 60 through 65. Copy the total to line 89.

\$0.00

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?
 No
 Yes
68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?
 No
 Yes
69. Has any of the property listed in Part 10 been appraised by a professional within the last year?
 No
 Yes

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

No. Go to Part 12.

Yes Fill in the information below.

**Current value of
debtor's interest**

71.	Notes receivable Description (include name of obligor)	0.00	-	0.00	=	
	None	Total face amount		doubtful or uncollectible amount		\$0.00
72.	Tax refunds and unused net operating losses (NOLs) Description (for example, federal, state, local)					
73.	Interests in insurance policies or annuities					
74.	Causes of action against third parties (whether or not a lawsuit has been filed)					
75.	Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims Potential litigation claims against Officers and Directors; potentially covered by Directors and Officers insurance. Amount uncertain.					Unknown
	Nature of claim					
	Amount requested	\$0.00				
76.	Trusts, equitable or future interests in property					

EXHIBIT “3”

Fill in this information to identify the case:

Debtor name EarthOne Circuit Technologies Corporation, a Delaware corporation

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:17-bk-12521 CB

Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
 Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

		Column A	Column B
		Amount of claim	Value of collateral that supports this claim
2.1	Aaron Weingarten Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$10,000.00 \$4,600,000.00
	215 Chestnut Drive Roslyn, NY 11576 Creditor's mailing address	Describe the lien	
	Creditor's email address, if known	Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
	Date debt was incurred	Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)	
	Last 4 digits of account number	As of the petition filing date, the claim is: Check all that apply	
	Do multiple creditors have an interest in the same property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
2.2	Alan Michelson Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$25,000.00 \$4,600,000.00
	16386 Mira Sol Way Delray Beach, FL 33446 Creditor's mailing address	Describe the lien	
	Creditor's email address, if known	Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
	Date debt was incurred	Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)	
	Last 4 digits of account number	As of the petition filing date, the claim is: Check all that apply	
	Do multiple creditors have an interest in the same property?		

Debtor **EarthOne Circuit Technologies Corporation, a Delaware corporation**
Name

Case number (if known)

8:17-bk-12521 CB

- No
 Yes. Specify each creditor, including this creditor and its relative priority.

- Contingent
 Unliquidated
 Disputed

2.3 Alec Summers Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$5,000.00	\$4,600,000.00
<hr/> <p>68 Peach Hill Court Ramsey, NJ 07446</p> <p>Creditor's mailing address</p> <hr/> <p>Creditor's email address, if known</p> <p>Date debt was incurred</p> <p>Last 4 digits of account number</p> <p>Do multiple creditors have an interest in the same property?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.</p> <hr/> <p>As of the petition filing date, the claim is: Check all that apply</p> <p><input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>			
<hr/> <p>2.4 Andrea Suffin Creditor's Name</p> <p>166 Worcester Drive Wayne, NJ 07470</p> <p>Creditor's mailing address</p> <hr/> <p>Creditor's email address, if known</p> <p>Date debt was incurred</p> <p>Last 4 digits of account number</p> <p>Do multiple creditors have an interest in the same property?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.</p> <hr/> <p>As of the petition filing date, the claim is: Check all that apply</p> <p><input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>			
<hr/> <p>2.5 Anthony Delgatto Creditor's Name</p> <p>2 Beverley Road Englewood Cliffs, NJ 07632</p> <p>Creditor's mailing address</p> <hr/> <p>Describe debtor's property that is subject to a lien IP of the Debtor</p> <p>Describe the lien</p> <p>Is the creditor an insider or related party?</p> <p><input checked="" type="checkbox"/> No</p>			

Debtor	EarthOne Circuit Technologies Corporation, a Delaware corporation		Case number (if known)	8:17-bk-12521 CB
Name				
Creditor's email address, if known		<input type="checkbox"/> Yes Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Date debt was incurred				
Last 4 digits of account number				
Do multiple creditors have an interest in the same property?		As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.				
<hr/>				
2.6	Arthur Asch		Describe debtor's property that is subject to a lien	\$250,000.00
Creditor's Name		\$4,600,000.00		
445 Park Avenue #9 New York, NY 10022		IP of the Debtor		
Creditor's mailing address		Describe the lien		
Creditor's email address, if known		Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number		As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
Do multiple creditors have an interest in the same property?				
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.				
<hr/>				
2.7	Bob Yari		Describe debtor's property that is subject to a lien	\$2,863,000.00
Creditor's Name		\$4,600,000.00		
10850 Wilshire Blvd, Suite 1250 Los Angeles, CA 90024		IP of the Debtor		
Creditor's mailing address		Describe the lien		
Creditor's email address, if known		Is the creditor an insider or related party? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number		As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
Do multiple creditors have an interest in the same property?				
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.				
<hr/>				
2.8	Bruce Levenbrook		Describe debtor's property that is subject to a lien	\$60,000.00
		\$4,600,000.00		

Debtor **EarthOne Circuit Technologies Corporation, a
Delaware corporation**
Name

Case number (if known) **8:17-bk-12521 CB**

Creditor's Name

**17 Shadow Ridge Road
Wayne, NJ 07470**

Creditor's mailing address

IP of the Debtor

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

No

Yes. Specify each creditor,
including this creditor and its relative
priority.

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out Schedule H: Codebtors (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

Contingent

Unliquidated

Disputed

2.9 Charles Gregory

Creditor's Name

**22 Eton Court
Ramsey, NJ 07446**

Creditor's mailing address

Describe debtor's property that is subject to a lien

\$20,000.00

\$4,600,000.00

IP of the Debtor

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

No

Yes. Specify each creditor,
including this creditor and its relative
priority.

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out Schedule H: Codebtors (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

Contingent

Unliquidated

Disputed

**2.1
0 David Harris**

Creditor's Name

**27 Apache Road
Wayne, NJ 07470**

Creditor's mailing address

Describe debtor's property that is subject to a lien

\$50,000.00

\$4,600,000.00

IP of the Debtor

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Debtor **EarthOne Circuit Technologies Corporation, a Delaware corporation**

Case number (if known)

8:17-bk-12521 CB

Name
Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply

- Contingent
 Unliquidated
 Disputed

2.1 1 **Don Mitzner** Describe debtor's property that is subject to a lien **\$75,000.00** **\$4,600,000.00**
Creditor's Name

**2549 NW 59th Street
Boca Raton, FL 33496**

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.1 2 **Eugene Boden** Describe debtor's property that is subject to a lien **\$10,000.00** **\$4,600,000.00**
Creditor's Name

**2340 Rumriver Street
Las Vegas, NV 89134**

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.1 3 **Evan Stern** Describe debtor's property that is subject to a lien **\$50,000.00** **\$4,600,000.00**
Creditor's Name

**200 Kawama Lane
Palm Beach, FL 33480**

Creditor's mailing address

IP of the Debtor

Describe the lien

Debtor	EarthOne Circuit Technologies Corporation, a Delaware corporation		Case number (if known)	8:17-bk-12521 CB
Name				
<p>Is the creditor an insider or related party?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)</p>				
<p>Do multiple creditors have an interest in the same property?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.</p>				
<p>As of the petition filing date, the claim is:</p> <p>Check all that apply</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p>				
<p>2.1 4</p> <p>Fred Jarrow</p> <p>Creditor's Name</p> <p>17758 Foxborough Boca Raton, FL 33496</p> <p>Creditor's mailing address</p>	Describe debtor's property that is subject to a lien		\$25,000.00	\$4,600,000.00
	IP of the Debtor			
<p>Describe the lien</p> <p>Is the creditor an insider or related party?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)</p>				
<p>Do multiple creditors have an interest in the same property?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.</p>				
<p>As of the petition filing date, the claim is:</p> <p>Check all that apply</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p>				
<p>2.1 5</p> <p>Gale Yamner</p> <p>Creditor's Name</p> <p>One Riverfront Plaza Newark, NJ 07102</p> <p>Creditor's mailing address</p>	Describe debtor's property that is subject to a lien		\$10,000.00	\$4,600,000.00
	IP of the Debtor			
<p>Describe the lien</p> <p>Is the creditor an insider or related party?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)</p>				
<p>Do multiple creditors have an interest in the same property?</p> <p>As of the petition filing date, the claim is:</p> <p>Check all that apply</p>				

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation
Name

Case number (if known)

8:17-bk-12521 CB

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

- Contingent
 Unliquidated
 Disputed

2.1 6	Harold Minkowitz, MD	Describe debtor's property that is subject to a lien	\$0.00	\$4,600,000.00
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Creditor's Name

5108 Valerie St.
Bellaire, TX 77401

Creditor's mailing address

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Date debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

Do multiple creditors have an
interest in the same property?

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

2.1 7	Jayne Telyas	Describe debtor's property that is subject to a lien	\$50,000.00	\$4,600,000.00
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Creditor's Name

Creditor's mailing address

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Date debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

Do multiple creditors have an
interest in the same property?

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

2.1 8	Jennifer MacLeod	Describe debtor's property that is subject to a lien	\$50,000.00	\$4,600,000.00
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Creditor's Name

27 Apache Road
Wayne, NJ 07470

Creditor's mailing address

Describe the lien

Debtor **EarthOne Circuit Technologies Corporation, a
Delaware corporation**

Case number (if known)

8:17-bk-12521 CB

Name

Is the creditor an insider or related party?

- No
- Yes

Is anyone else liable on this claim?

- No
- Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

- No
- Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
- Unliquidated
- Disputed

2.1 9	Joel Rutstein	Describe debtor's property that is subject to a lien	\$75,000.00	\$4,600,000.00
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Creditor's Name

**13 Burnham Glen
San Antonio, TX 78257**

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
- Yes

Is anyone else liable on this claim?

- No
- Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

- No
- Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
- Unliquidated
- Disputed

2.2 0	Lawrence Rutstein	Describe debtor's property that is subject to a lien	\$210,000.00	\$4,600,000.00
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Creditor's Name

**226 West Ritterhouse
The Dorchester, uNIT 1806
Philadelphia, PA 19103**

Creditor's mailing address

IP of the Debtor

Describe the lien

UCC-1

Is the creditor an insider or related party?

- No
- Yes

Is anyone else liable on this claim?

- No
- Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

As of the petition filing date, the claim is:

Check all that apply

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation
Name

Case number (if known) 8:17-bk-12521 CB

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

- Contingent
 Unliquidated
 Disputed

2.2	1 Lisa Summers Creditor's Name 68 Peach Hill Court Ramsey, NJ 07446 Creditor's mailing address Last 4 digits of account number	Describe debtor's property that is subject to a lien IP of the Debtor Describe the lien	\$10,000.00 \$4,600,000.00
		Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
		Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)	
		As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
		Do multiple creditors have an interest in the same property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.	
2.2	2 Louis Shook Creditor's Name 7821 Montecito Place Delray Beach, FL 33446 Creditor's mailing address Last 4 digits of account number	Describe debtor's property that is subject to a lien IP of the Debtor Describe the lien	\$25,000.00 \$4,600,000.00
		Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
		Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)	
		As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
		Do multiple creditors have an interest in the same property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.	
2.2	3 Marc Sakoff Creditor's Name 16136 Via Monteverde Delray Beach, FL 33446 Creditor's mailing address	Describe debtor's property that is subject to a lien IP of the Debtor Describe the lien	\$10,000.00 \$4,600,000.00

Debtor	EarthOne Circuit Technologies Corporation, a Delaware corporation		Case number (if known)	8:17-bk-12521 CB
Name				
<p>Is the creditor an insider or related party?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)</p>				
Creditor's email address, if known				
Date debt was incurred				
Last 4 digits of account number				
Do multiple creditors have an interest in the same property?	<p>As of the petition filing date, the claim is:</p> <p>Check all that apply</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p>			
2.2	4	Marc Solomon	Describe debtor's property that is subject to a lien	\$15,000.00
Creditor's Name			IP of the Debtor	\$4,600,000.00
92 River Road Summit, NJ 07901			Describe the lien	
Creditor's mailing address			Is the creditor an insider or related party?	
Do multiple creditors have an interest in the same property?				
2.2	5	Marie Strait	Describe debtor's property that is subject to a lien	\$15,000.00
Creditor's Name			IP of the Debtor	\$4,600,000.00
2525 State Street #9 Santa Barbara, CA 93105			Describe the lien	
Creditor's mailing address			Is the creditor an insider or related party?	
Do multiple creditors have an interest in the same property?				

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation

Case number (if known)

8:17-bk-12521 CB

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

- Contingent
 Unliquidated
 Disputed

2.2 6 **Mark & Lisa Summers** Describe debtor's property that is subject to a lien **\$20,000.00** **\$4,600,000.00**

Creditor's Name

68 Peach Hillcourt
Ramsey, NJ 07446

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply
 Contingent
 Unliquidated
 Disputed

2.2 7 **Mark Freidman** Describe debtor's property that is subject to a lien **\$150,000.00** **\$4,600,000.00**

Creditor's Name

6935 Queenferry Circle
Boca Raton, FL 33496

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply
 Contingent
 Unliquidated
 Disputed

2.2 8 **Mark Michelson** Describe debtor's property that is subject to a lien **\$20,000.00** **\$4,600,000.00**

Creditor's Name

9280 D Thompson Peak
Pkwy #4
Scottsdale, AZ 85255

Creditor's mailing address

IP of the Debtor

Describe the lien

Debtor **EarthOne Circuit Technologies Corporation, a
Delaware corporation**

Case number (if known)

8:17-bk-12521 CB

Name

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

**Do multiple creditors have an
interest in the same property?**

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.2
9

Mark Rosen

Creditor's Name

**92 River Road
Summit, NJ 07901**

Creditor's mailing address

Describe debtor's property that is subject to a lien

\$55,000.00

\$4,600,000.00

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

**Do multiple creditors have an
interest in the same property?**

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.3
0

Marshall Rosen

Creditor's Name

**92 River Road
Summit, NJ 07901**

Creditor's mailing address

Describe debtor's property that is subject to a lien

\$2,500.00

\$4,600,000.00

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

**Do multiple creditors have an
interest in the same property?**

As of the petition filing date, the claim is:

Check all that apply

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation

Case number (if known)

8:17-bk-12521 CB

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

- Contingent
 Unliquidated
 Disputed

2.3 1	Martin Rosen Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$60,000.00	\$4,600,000.00
----------	--	---	-------------	----------------

**53 E 34th Street
Paterson, NJ 07514**

Creditor's mailing address

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Last 4 digits of account number

**Do multiple creditors have an
interest in the same property?**

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.3 2	Michael & Wendi Boden Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$10,000.00	\$4,600,000.00
----------	---	---	-------------	----------------

**4198 Baldwin
Culver City, CA 90232**

Creditor's mailing address

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Last 4 digits of account number

**Do multiple creditors have an
interest in the same property?**

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.3 3	Noreen Michelson Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$15,000.00	\$4,600,000.00
----------	--	---	-------------	----------------

**16386 Mira Sol Way
Delray Beach, FL 33446**

Creditor's mailing address

Describe the lien

Debtor	EarthOne Circuit Technologies Corporation, a Delaware corporation		Case number (if known)	8:17-bk-12521 CB
Name				
Creditor's email address, if known		Is the creditor an insider or related party?		
<input type="checkbox"/> No		<input type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim?		
<input type="checkbox"/> No		<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number				
Do multiple creditors have an interest in the same property?		As of the petition filing date, the claim is:		
<input checked="" type="checkbox"/> No		Check all that apply		
<input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
2.3 4		Peter Boffa Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$2,500.00 \$4,600,000.00
92 River Road Summit, NJ 07901 Creditor's mailing address		Describe the lien		
Creditor's email address, if known		Is the creditor an insider or related party?		
<input type="checkbox"/> No		<input type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim?		
<input type="checkbox"/> No		<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number		As of the petition filing date, the claim is:		
Do multiple creditors have an interest in the same property?		Check all that apply		
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
<input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.				
2.3 5		Richard Tuchman Revocable Trust Creditor's Name	Describe debtor's property that is subject to a lien IP of the Debtor	\$25,000.00 \$4,600,000.00
20607 Links Circle Boca Raton, FL 33434 Creditor's mailing address		Describe the lien		
Creditor's email address, if known		Is the creditor an insider or related party?		
<input type="checkbox"/> No		<input type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim?		
<input type="checkbox"/> No		<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number		As of the petition filing date, the claim is:		
Do multiple creditors have an interest in the same property?		Check all that apply		

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation

Case number (if known)

8:17-bk-12521 CB

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

- Contingent
 Unliquidated
 Disputed

2.3 6 **Robert Flandina** Describe debtor's property that is subject to a lien **\$12,500.00** **\$4,600,000.00**

Creditor's Name

1101 Parkview Drive
Southfields, NY 10975

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.3 7 **Robert Michelson** Describe debtor's property that is subject to a lien **\$15,000.00** **\$4,600,000.00**

Creditor's Name

19 Dean Road
Wayland, MA 01778

Creditor's mailing address

IP of the Debtor

Describe the lien

Is the creditor an insider or related party?

- No
 Yes

Is anyone else liable on this claim?

- No
 Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an
interest in the same property?

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

2.3 8 **Ron Romano** Describe debtor's property that is subject to a lien **\$15,000.00** **\$4,600,000.00**

Creditor's Name

6 Mauerbrook Drie
Fishkill, NY 12524

Creditor's mailing address

IP of the Debtor

Describe the lien

Debtor	EarthOne Circuit Technologies Corporation, a Delaware corporation		Case number (if known)	8:17-bk-12521 CB
Name				
Creditor's email address, if known		Is the creditor an insider or related party?		
<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim?		
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number				
Do multiple creditors have an interest in the same property?		As of the petition filing date, the claim is:		
<input checked="" type="checkbox"/> No		Check all that apply		
<input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
2.3 9 Ronald Harris		Describe debtor's property that is subject to a lien IP of the Debtor		\$100,000.00 \$4,600,000.00
Creditor's Name				
27 Apache Road Wayne, NJ 07470				
Creditor's mailing address		Describe the lien		
Creditor's email address, if known		Is the creditor an insider or related party?		
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim?		
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number		As of the petition filing date, the claim is:		
Do multiple creditors have an interest in the same property?		Check all that apply		
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
2.4 0 Rutstein Family LLC		Describe debtor's property that is subject to a lien IP of the Debtor		\$100,000.00 \$4,600,000.00
Creditor's Name				
16164 Via Monteverde Delray Beach, FL 33446				
Creditor's mailing address		Describe the lien		
Creditor's email address, if known		Is the creditor an insider or related party?		
<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes		
Date debt was incurred		Is anyone else liable on this claim?		
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Last 4 digits of account number		As of the petition filing date, the claim is:		
Do multiple creditors have an interest in the same property?		Check all that apply		

Debtor EarthOne Circuit Technologies Corporation, a
Delaware corporation
Name

Case number (if known) 8:17-bk-12521 CB

- No
 Yes. Specify each creditor,
including this creditor and its relative
priority.

- Contingent
 Unliquidated
 Disputed

2.4	1 Stephanie Harris LaVail Creditor's Name 27 Apache Road Wayne, NJ 07470 Creditor's mailing address Last 4 digits of account number	Describe debtor's property that is subject to a lien IP of the Debtor Describe the lien Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H) As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$50,000.00 \$4,600,000.00
2.4	2 Steve Burr Creditor's Name 1590 Anderson Ave., Apt. 8C Fort Lee, NJ 07024 Creditor's mailing address Last 4 digits of account number	Describe debtor's property that is subject to a lien IP of the Debtor Describe the lien Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H) As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$25,000.00 \$4,600,000.00
2.4	3 United Yarn Creditor's Name 3 E. 34th Street Paterson, NJ 07514 Creditor's mailing address	Describe debtor's property that is subject to a lien IP of the Debtor Describe the lien	\$200,000.00 \$4,600,000.00

Debtor	EarthOne Circuit Technologies Corporation, a Delaware corporation Name	Case number (if known)	8:17-bk-12521 CB
Is the creditor an insider or related party?			
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Yes			
Is anyone else liable on this claim?			
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H)			
Last 4 digits of account number			
Do multiple creditors have an interest in the same property?		As of the petition filing date, the claim is:	
		Check all that apply	
		<input type="checkbox"/> Contingent	
		<input type="checkbox"/> Unliquidated	
		<input type="checkbox"/> Disputed	

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$4,865,500.0
0

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did
you enter the related creditor?

Last 4 digits of
account number for
this entity

AMENDED ON 8/24/2017

Fill in this information to identify the case:

Debtor name EarthOne Circuit Technologies Corporation, a Delaware corporationUnited States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIACase number (if known) 8:17-bk-12521 CB Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

2.1 BY Equities, c/o B. Yari

Creditor's Name

**10850 Wilshire Blvd, Suite
1250
Los Angeles, CA 90024**

Creditor's mailing address

Describe debtor's property that is subject to a lien

All assets of the Debtor

<i>Column A</i>	<i>Column B</i>
Amount of claim	Value of collateral that supports this claim
Do not deduct the value of collateral. \$2,863,000.00	\$4,900,000.00

Creditor's email address, if known

Describe the lien

Is the creditor an insider or related party?

 No Yes

Is anyone else liable on this claim?

 No Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Date debt was incurred

See attached

Last 4 digits of account number

As of the petition filing date, the claim is:

Check all that apply

- Contingent
 Unliquidated
 Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$2,863,000.00**Part 2: List Others to Be Notified for a Debt Already Listed in Part 1**

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did you enter the related creditor?

Last 4 digits of account number for this entity

ECTC/ BY Equities Loans

08/05/2016	\$1,000,000
08/31/2016	\$1,000,000
02/09/2017	\$100,000
03/16/2017	\$200,000
04/03/2017	\$170,000
04/25/2017	\$170,000
06/01/2017	\$100,000
06/11/2017	\$100,000
06/19/2017	\$17,000
06/20/2017	\$6,000

Rutstein Group

Date	Amount	Holder
09/01/2015	\$100,000.00	Lawrence C. Rutstein and Ronna Rutstein
09/01/2015	\$100,000.00	Rutstein Family LLC
09/01/2015	\$10,000.00	Aaron W. Weingarten
09/01/2015	\$25,000.00	Alan Michaelson
09/01/2015	\$5,000.00	Alec Summers
09/01/2015	\$50,000.00	Andrea Suffin
09/01/2015	\$25,000.00	Anthony Delgatto
09/01/2015	\$200,000.00	Arthur Asch
09/01/2015	\$60,000.00	Bruce Levenbrook
09/01/2015	\$50,000.00	David Michael Harris
09/01/2015	\$50,000.00	Donald and Gail Mitzner
09/01/2015	\$50,000.00	Dr. Joel Rutstein Insurance Trust
09/01/2015	\$10,000.00	Eugene F. Boden
09/01/2015	\$50,000.00	Evan and Sandra Stern
09/01/2015	\$10,000.00	Gail Yamner
09/01/2015	\$50,000.00	Jayne Telyas
09/01/2015	\$50,000.00	Jennifer Susan Macleod

Date	Amount	Holder
09/01/2015	\$100,000.00	Ken Bahl
09/01/2015	\$15,000.00	Marc S. Solomon
09/01/2015	\$20,000.00	Mark & Lisa Summers
09/01/2015	\$100,000.00	Mark L. Friedman
09/01/2015	\$30,000.00	Mark Rosen
09/01/2015	\$2,500.00	Marshall Rosen
09/01/2015	\$10,000.00	Michael Boden and Wendi Boden
09/01/2015	\$15,000.00	Noreen Michaelson
09/01/2015	\$2,500.00	Peter Boffa
09/01/2015	\$50,000.00	Stephanie Rachel LaVail
09/01/2015	\$50,000.00	Ronald Harris
09/01/2015	\$25,000.00	The Richard Tuchman Revocable Trust
09/01/2015	\$200,000.00	United Yarn Products Co., Inc.

EXHIBIT “4”

Fill in this information to identify the case:

Debtor name **EarthOne Circuit Technologies Corporation, a Delaware corporation**

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number (if known) **8:17-bk-12521 CB**

Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

Yes. Fill in all of the information below even if the contacts of leases are listed on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B).

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1. State what the contract or lease is for and the nature of the debtor's interest

Health Insurance carrier

State the term remaining

List the contract number of any government contract

Anthem Blue Cross
PO Box 9062
Oxnard, CA 93031

2.2. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

eFax
6922 Hollywood Blvd., 5th Fl.
Los Angeles, CA 90028

2.3. State what the contract or lease is for and the nature of the debtor's interest

License agreement

State the term remaining

List the contract number of any government contract

FTG
20750 Marilla St.
Chatsworth, CA 91311

2.4. State what the contract or lease is for and the nature of the debtor's interest

5ft X 10ft storage unit

State the term remaining

month to month

List the contract number of any government contract

Hollywood Storage
3425 Old Conejo Rd.
Newbury Park, CA 91320

Debtor 1 **EarthOne Circuit Technologies Corporation, a Delaware corporation**
 First Name _____ Middle Name _____ Last Name _____

Case number (if known) **8:17-bk-12521 CB****Additional Page if You Have More Contracts or Leases****2. List all contracts and unexpired leases**

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.5. State what the contract or lease is for and the nature of the debtor's interest **Lease of office space.**

State the term remaining **Month to month**

List the contract number of any government contract **People Space
1691 Kettering St.
Irvine, CA 92614**

2.6. State what the contract or lease is for and the nature of the debtor's interest **Storage unit**

State the term remaining **Month to month**

List the contract number of any government contract **PODS
301 S. Rose, #104
Oxnard, CA 93030**

2.7. State what the contract or lease is for and the nature of the debtor's interest **Bookkeeping software**

State the term remaining

List the contract number of any government contract **QuickBooks
2700 Coast Ave.
Mountain View, CA 94043**

2.8. State what the contract or lease is for and the nature of the debtor's interest **Cell phone service contract**

State the term remaining

List the contract number of any government contract **Verizon
PO Box 4846
Trenton, NJ**

EXHIBIT “5”

Uniform Commercial Code Report: EARTHONE CIRCUIT TECHNOLOGIES...

Uniform Commercial Code Report

Source Information

Information Current Through: 09/22/2017

Database Last Updated: 11/17/2017

Update Frequency: WEEKLY

Current Date: 11/20/2017

Source: DE SECRETARY OF STATE

Filing Information

Filing Number: 20154139274

Filing Date: 09/17/2015

Filing Time: 1:28PM

Filing Type: ORIGINAL

Filing Office: SECRETARY OF STATE/UCC DIVISION
FEDERAL & DUKE OF YORK
STS
DOVER, DE 19901

Debtor Information

Debtor(s): EARTHONE CIRCUIT TECHNOLOGIES CORPORATION
2236 RUTHERFORD ROAD, SUITE 119
CARLSBAD, CA 92008

D&B DUNS: 96-839-5942

Secured Party or Creditor Information

Secured Party(s): RUTSTEIN, LAWRENCE C.
AS COLLATERAL AGENT
2356 NW 60TH STREET
BOCA RATON, FL
33496-3606

Collateral Information

Collateral Type: ALL ASSETS AND PROCEEDS

Collateral Type: ALL ACCOUNT(S) AND PROCEEDS

Collateral Type: ALL FIXTURES AND PROCEEDS

Collateral Type: ALL INVENTORY AND PROCEEDS

Collateral Type: ALL MACHINERY AND PROCEEDS

Collateral Type: ALL EQUIPMENT AND PROCEEDS

Collateral Type: ALL GENERAL INTANGIBLE(S) AND PROCEEDS

Collateral Type: ALL CHATTEL PAPER AND

Uniform Commercial Code Report: EARTHONE CIRCUIT TECHNOLOGIES...

PROCEEDS

Collateral Type: ALL CONTRACT RIGHTS
AND PROCEEDS

The preceding public record data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

The public record items reported above may have been paid, terminated, vacated or released prior to today's date.

Order Documents

Call Westlaw CourtExpress at 1-877-DOC-RETR
(1-877-362-7387) for on-site manual retrieval of documents related to this or other matters. Additional charges apply.

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End of Document

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**650 Town Center Drive, Suite 950
Costa Mesa, CA 92626**

A true and correct copy of the foregoing document entitled **CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: (1) AUTHORIZING SALE OF PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(b) and (f); AND (2) APPROVING PAYMENT OF BREAK-UP FEE MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF RICHARD A. MARSHACK AND BETH E. GASCHEN IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On November 21, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On November 21, 2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on November 21, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

(Via Attorney Service)
The Honorable Catherine E. Bauer
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Courtesy Bin
Santa Ana, CA 92701-4593

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

11/21/2017 Nancy Lockwood
Date Printed Name

/s/ Nancy Lockwood
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Frank Cadigan frank.cadigan@usdoj.gov
- Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;allie@lesliecohenlaw.com
- Caroline Djang cdjang@rutan.com
- Beth Gaschen bgaschen@wglp.com, kadele@wglp.com;lfisk@wglp.com;lgauthier@lwgflp.com;nlockwood@lwgflp.com
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- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- David Wood dwood@marshackhays.com, ecfmarshackhays@gmail.com

2. SERVED BY UNITED STATES MAIL:

SEE ATTACHED

DEBTOR

EarthOne Circuit Technologies Corporation, a Delaware corporation
Officer, Director, Manager or Member
PO Box 7001
Ventura, CA 93006

US TRUSTEE

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Santa Ana, CA 92701

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